CITY OF YPSILANTI
CITY COUNCIL MEETING
FEBRUARY 21, 2023 @ 7:00 PM
COUNCIL CHAMBERS - CITY HALL
One South Huron, Ypsilanti, MI 48197

VIRTUAL MEETING

Revised 2-21-23

Page

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV. AGENDA APPROVAL

V. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

5 A. Proclamation - Honoring Black History Month - Mayor Brown
Proclamation

VII. ORDINANCES FIRST READING

6 - 23 A. Ordinance 1406, an Ordinance Entitled "Zoning Text Amendment: Supportive Housing".
1. Resolution No. 2023-020, determination
2. Public Hearing
3. Resolution No. 2023-021, closing the public hearing

Supporting Documents - Pdf

24 - 42 B. Ordinance 1407, an Ordinance Entitled "Zoning Text Amendment: Rooming Houses".
1. Resolution No. 2023-022, determination
2. Public Hearing
3. Resolution No. 2023-023, closing the public hearing

Supporting Documents - Pdf

VIII. CONSENT AGENDA

43 A. Resolution No. 2023-024, approving the Consent Agenda.
2023-024 - Pdf

44 - 56 B. Resolution No. 2023-025, approving the minutes of February 7, 2023.

2023-025 - Pdf

57 - 60		C.	Resolution No. 2023-026, approving a contract with Washtenaw County for Dispatch services. 2023-026 - Pdf
61 - 72		D.	Resolution No. 2023-027, amending the Community Benefits Agreement for the 220 N Park development. 2023-027 - Pdf
	IX.	**RESOLUTIONS/MOTIONS/DISCUSSIONS**	
73 - 74		A.	Discussion regarding complaint filed against Mayor Pro-Tem Wilcoxen. Memo
75 - 106		B.	Resolution No. 2023-028, approving the stated policy and federal guidelines for the Tax Board of Review in granting or denying exemptions. 2023-028 - Pdf
107 - 108		C.	Resolution No. 2023-029, urging the Michigan Legislature to repeal Public Acts 348 and 349 of 2012, the 'Right to Work Acts". 2023-029 - Pdf
109 - 113		D.	Resolution No. 2023-030, approving the award to Wolverine Sealcoating for the preventative maintenance contract. 2023-030 - Pdf
114 - 119		E.	Resolution No. 2023-031, directing city staff on how to respond to the request of Avalon for a PILOT. 2023-031 - Pdf
120 - 147		F.	Resolution No. 2023-032, revising the Planned Unit Development Agreement for the 220 N Park Development. 2023-032 - Pdf
148 - 157		G.	Resolution No. 2023-033, approving the warranty deed for the 220 N Park Development. 2023-033 - Pdf
158 - 171		H.	Resolution No. 2023-034, approving the deed and mortgage with release clause for closing on 220 N Park Development. 2023-034 - Pdf
172 - 176		I.	Resolution No. 2023-035, approving the partial release of the mortgage for the 220 N Park development. 2023-035 - Pdf
177 - 214		J.	Resolution No. 2023-036, approving the Master Deed for the 220 N park Development. 2023-036 - Pdf

215 - 253 K. Resolution No. 2023-037, approving the Construction Monitoring and Disbursement Agreement for the 220 N Park development.
[2023-037 - Pdf]

254 - 255 L. Resolution No. 2023-038, recognizing the month of February as Black History Month. **(added)**
[2023-038 - Pdf]

X. BOARD AND COMMISSION - NOMINATIONS

256 - 257 A. **Police Advisory Commission (Exp. 2/1/2026)**
Gail Wolkoff - Re-appointment
1728 Whittier Rd
Ypsilanti, MI 48197
[Application]

XI. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

XII. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool
6. Bicentennial Committee

XIII. COUNCIL PROPOSED BUSINESS

XIV. COMMUNICATIONS FROM THE MAYOR

XV. COMMUNICATIONS FROM THE CITY MANAGER

XVI. COMMUNICATIONS

A. City Council Special Meeting - February 28, 2023 @ 6:00 pm

B. Water Street Development Work Session - March 7, 2023 City Council Meeting starting at 6:00 pm **(added)**

XVII. PUBLIC COMMENT (3 MINUTES)

XVIII. REMARKS FROM THE MAYOR

XIX. ADJOURNMENT

258 A. Resolution No. 2023-039, adjourning the City Council Meeting.
2023-039 - Pdf

B. Please click here to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

PROCLAMATION

National Black History Month 2023

WHEREAS, Black History Month is a national effort to accord official recognition to the heritage of African Americans and the many contributions made to the development of America and the American way of life; and

WHEREAS, in 1915 Dr. Carter Godwin Woodson along with four others founded the Association for the Study of Negro Life and History; and

WHEREAS, Woodson desired greater impact through the Association, which led him to start a National Negro Week in February 1926; and

WHEREAS, February 2023, marks the 47th anniversary of the observation in the United States of Black History Month. Every President, since Gerald Ford, has officially designated the month of February as Black History Month; and

WHEREAS, President Gerald R. Ford officially recognized Black History Month in 1976, calling upon the public to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history"; and

WHEREAS, Black History Month, or National African American History Month, is an annual celebration of achievements by Black Americans and a time for recognizing the central role of African Americans in U.S. history; and

WHEREAS, other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating Black History; and

WHEREAS, the theme of Black History Month 2023 is "Black Resistance" exploring how African Americans have addressed historic and ongoing disadvantage and oppression, as evidenced by recent events; and

WHEREAS, Black Lives Matter began in 2013 with the goal of rallying around important issues in the African American community and seeks to promote justice and freedom for all.

NOW, THEREFORE, I, NICOLE BROWN, MAYOR, of the City of Ypsilanti on behalf of City Council do hereby proclaim the month of February 2023 as

"National Black History Month"

in the City of Ypsilanti, Michigan, and I urge all citizens to join me in extending recognition and honor during this month and throughout the year to African Americans for outstanding achievements and contributions to our nation.

Given under my hand and seal of the
City of Ypsilanti, February 21, 2023.

Nicole Brown
Mayor

REQUEST FOR LEGISLATION

TO:	Mayor and City Council
FROM:	Hollie Andrews
DATE:	February 21, 2023
SUBJECT:	Zoning Text Amendment | Supportive Housing

DESCRIPTION:
Zoning Text Amendment | Supportive Housing

SUMMARY:

The City of Ypsilanti is committed to improving the equity of our zoning systems. It is the purpose of this zoning text amendment to update Ypsilanti's zoning ordinance sections on "supportive housing," including definition, conditions and permissible uses – in order to treat *supportive housing* the same as other residential dwellings, and as dictated by the Fair Housing Amendments Act laws that apply to zoning and planning.

In November and December of 2022, the City of Ypsilanti's Planning Department and Zoning Board of Appeals reviewed and approved the following variances to make possible the construction of supportive housing at 206-210 N Washington Street in the core neighborhood (CN) zoning district –

1. 122-556, Supportive Housing. The approved variance removes the limit of 8 occupants and the requirement for an on-site resident manager, due to low-income development fiscal budget feasibility.
2. 122-685, Parking dimensions. For 90-degree parking, this would require a 22' drive aisle width. The variance grants a 12' drive aisle width.
3. 122-691, Minimum and maximum number of parking spaces. This would require 1.5 spaces for each dwelling unit, plus guest spaces (1 per 10 units) which would require (35) parking spaces. The variance grants 2 parking spaces and one van accessible space.

During the process of granting these variances, the Office of Community and Economic Development concluded that the rules surrounding supportive housing may violate FHAA laws pertaining to zoning. The definition and conditions appeared to be discriminatory.
RECOMMENDED ACTION

Staff recommends that the amended zoning shall treat supportive housing the same as other residential dwellings. The goal of this amendment is to dismantle the barriers that perpetuate the segregation of historically disadvantaged and vulnerable communities.

1. Staff recommends that we remove the definition of Supportive Housing from the zoning ordinance, in order to promote fair housing and prevent discriminatory stereotypes, fears and comments about residents and prospective residents of certain dwellings or areas.
2. Staff recommends the removal of Supportive Housing conditions, in order to eliminate regulations that contain special rules or restrictions for housing that only apply to individuals in a discriminatory manner.
3. Staff recommends removing Supportive Housing references from Permissible Uses tables for zoning districts CN, MD and HHS.

Findings –

(1) The proposed amendment is consistent with the guiding values of the Master Plan; and

Applicable guiding values of the Master Plan include:

- Diversity is our strength. This proposed amendment promotes mixed-income development and results in many benefits for communities. Neighborhoods which are ethnically and economically integrated provide greater opportunity for creating a diverse work force and more diverse and vibrant communities. Eliminating discrimination whether through intent or effect underscores the City's reverence for this guiding value.
- Ypsilanti is sustainable. This proposed amendment brings Ypsilanti closer to this standard by removing discriminatory zoning that would inhibit or prevent a mix of incomes, opportunities and social capital across the spectrum of our communities who together help the city grow and flourish.
- Great place to do business, especially green and creative. This equity in zoning action supports a better way for creating a diverse market that supports small businesses, industries and services dispersed throughout the City of Ypsilanti.

(2) The rezoning is consistent with description and purpose of the proposed district; and

All housing, including the currently classified Supportive Housing will be regarded in a manner that is consistent with the description and purpose of zoning districts that permit residential land use.

(3) The proposed amendment is consistent with the intent of this Zoning Ordinance; and

The proposed amendment is consistent by establishing that the currently classified Supportive Housing will adhere to residential zoning standards.

(4) The proposed amendment will enhance the functionality, transportation network or character of the future development in the City; and

The amendment serves to enhance these standards by ensuring that equity in residential zoning promotes fair housing near employment opportunities and in desirable places that offer connectivity to work, goods, services, education, community, and alternative/affordable transportation choices.

(5) The proposed amendment will preserve the historic nature of the surrounding area and of the City; and

The proposed amendment does not remove or modify any HDC regulations, nor does it change building form or design standards.

(6) The proposed amendment will protect the health, safety, and general welfare of the public; and

Because the foundation for amending is based on zoning for equity, the proposed amendment is intended to improve the health, safety and general welfare across all Ypsilanti communities by removing discriminatory effect and barriers.

(7) The proposed amendment is needed to correct an error or omission in the original text; and

The proposed amendment is needed to increase equity in zoning by eliminating the potential for adverse impacts or harm to a community as a result of discriminatory language and / or the perpetuation of segregation.

(8) The proposed amendment will address a community need in physical or economic conditions or development practices; and

It is reasonable to believe that access and connectivity standards for a broader range of people will be improved – especially concerning reliance on getting to work and other places via public transit, walking and biking as alternatives to vehicles. Additionally, those who rely on mobility aids, strollers for small kids, and children who need safe routes to school will benefit as the area for housing choices is increased through equity in zoning and removing discriminatory regulations and barriers.

(9) The proposed amendment promotes fair housing, improves equity in zoning, and aligns with the Fair Housing Amendments Act that apply to zoning and planning.

ATTACHMENTS –
Resolution, Ordinance, Planning Commission Minutes, Planning Commission Staff Report, Applicant's Submitted Application

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CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2023-020
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti recognizes the importance of establishing equity in zoning; and

WHEREAS the City of Ypsilanti recognizes that the policy for treating *supportive housing* the same as other residential dwellings adheres to the Fair Housing Amendments Act laws that apply to zoning and planning; and

WHEREAS the City of Ypsilanti recognizes that eliminating the potential for adverse impacts or harm to a community as a result of discriminatory language and / or the perpetuation of segregation fully improves the broader community's economic conditions; and
NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the Zoning Text Amendment provision in the zoning ordinance to remove Supportive Housing Conditions and Permissible Uses; and to remove Supportive Housing Definition.

This zoning text amendment applies to Article V Division 1, Section 122-557; and to Article II, Section 122-203.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-020

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1406

An Ordinance Entitled Removal of Supportive Housing as a Classification or Category in the Zoning Ordinance

THE CITY OF YPSILANTI ORDAINS that the Zoning Text Amendment provision in the zoning ordinance to remove Supportive Housing Conditions and Permissible Uses; and to remove Supportive Housing Definition.

This zoning text amendment applies to Article V Division 1, Section 122-557; and to Article II, Section 122-203.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS ____ DAY OF __________, ______.

____
Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1406 was published in the Washtenaw Legal News on the _____ day of __________, _____.

____
Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of __________ , ______.

____
Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:

Resolution No. 2023-021
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider Removal of Supportive Housing as a Classification or Category in the Zoning Ordinance be officially closed.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-021

City of Ypsilanti

Community and Economic Development Department

January 3, 2023

Text Amendment Staff Review
Article II, Section 122-203 Supportive Housing Definition;
Article V, Division 1, Section 122-557 Supportive Housing Conditions

GENERAL INFORMATION

Applicant	City of Ypsilanti Planning Department
Action Requested	Applicant requests zoning text amendment to remove from the Zoning Ordinance – Article II, Section 122-203 Supportive Housing Definition; Article V Division 1, Section 122-557 Supportive Housing Conditions.

SUMMARY

The City of Ypsilanti is committed to improving the equity of our zoning systems. It is the purpose of this zoning text amendment to update Ypsilanti's zoning ordinance sections on "supportive housing," including definition, conditions and permissible uses – in order to treat supportive housing the same as other residential dwellings, and as dictated by the Fair Housing Amendments Act laws that apply to zoning and planning.

BACKGROUND

In November and December of 2022, the City of Ypsilanti's Planning Department, Planning Commission and Zoning Board of Appeals reviewed and approved the following variances, in order to make possible the construction of supportive housing at 206-210 N Washington Street in the core neighborhood (CN) zoning district –

1. 122-556, Supportive Housing. The approved variance removes the limit of 8 occupants and the requirement for an on-site resident manager, due to low-income development fiscal budget feasibility.
2. 122-685, Parking dimensions. For 90-degree parking, this would require a 22' drive aisle width. The variance grants a 12' drive aisle width.
3. 122-691, Minimum and maximum number of parking spaces. This would require 1.5 spaces for each dwelling unit, plus guest spaces (1 per 10 units) which would require (35) parking spaces. The variance grants 2 parking spaces and one van accessible space.

During the process of granting these variances, the Office of Community and Economic Development concluded that the rules surrounding supportive housing may violate FHAA laws pertaining to zoning. The definition and conditions appeared to be discriminatory.

OTHER COMMUNITIES

Staff has researched other municipalities to find that cities like Ferndale and Grand Rapids do not delineate supportive housing apart from any other type of housing. After consulting with the City of Ferndale, Michigan

Association of Planners and Fair Housing Washtenaw County, staff has concluded that amending our zoning ordinance is necessary to eliminate discrimination and promote equity in zoning for the City of Ypsilanti.

This action is guided by the FHAA and the U.S. Department Of Housing and Urban Development. It is also reinforced by the American Planning Association's Equity in Zoning Policy Initiative.

Attachments –

- Fair Housing of West Michigan, "Fact Sheet: Fair Housing, Zoning & Land Use."
- Disability Rights Pennsylvania, "Discriminatory Zoning and the Fair Housing Act."
- "Joint Statement of the Department of Housing and Urban Development and the Department of Justice | State and Local Land Use Laws and Practices and the Application of the Fair Housing Act."
- DRAFT | APA Equity in Zoning Policy Guide (October 2022)

DISCUSSION

Staff recommends that the amended zoning shall treat supportive housing the same as other residential dwellings. The goal of this amendment is to "dismantle the barriers that perpetuate the segregation of historically disadvantaged and vulnerable communities."

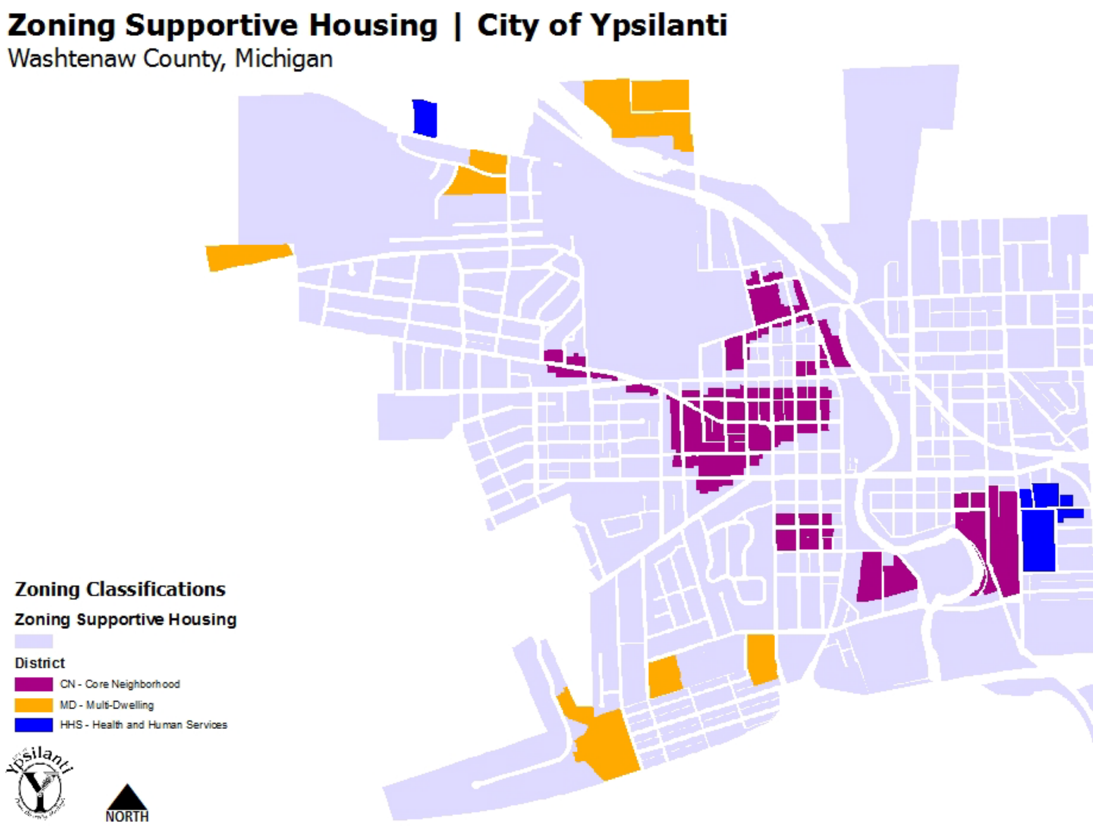
This discussion is supported by the following permitted use and standards recommendations in the APA's "Equity in Zoning Policy Guide" –

- Treat assisted living facilities, congregate care communities, retirement villages, and supportive housing types as residential and not commercial uses and allow them in a wide variety of residential zoning districts.
- Treat housing with supportive services for people with disabilities the same as similarly sized residential uses. Group homes or supportive housing for those with physical and mental disabilities are protected by the federal Fair Housing Amendments Act (FHAA), and the required broad reading of the FHAA means that zoning should not treat group homes any differently than similar sized homes for people without disability. Ensure that the zoning regulations allow small group homes wherever single-household homes are permitted and allow large group homes wherever multi-family housing of the same size is permitted.
- Allow a wider mix of uses in existing zoning districts to increase opportunities for historically disadvantaged and vulnerable populations to live closer to sources of employment and needed services.
- Eliminate or reduce minimum off-street parking requirements in areas where those requirements serve as significant barriers to investment and are not necessary to protect public health and safety or pedestrians, bicyclists, or motorists using the facility. Because minimum off-street parking regulations result in raising the cost of housing and other development, they often make redevelopment of older infill sites difficult or impossible – which likely has a disproportionately negative impact on historically disadvantaged and vulnerable neighborhoods.

Figure 1: Where Supportive Housing is currently allowed as Principal, Special, or Accessory in the City of Ypsilanti Zoning Ordinance

District	Permissible Use
Parks	--
R1	--
Multifamily Residential	S
Production, Manufacturing, /Distribution	--
Center	--
Core Neighborhoods (CN)	S
Core Neighborhood-Mid (CN-Mid)	--
Core Neighborhood-Single Family (CN-SF)	--
Historic Corridor	--
Neighborhood Corridor	--
General Corridor	--
Health & Human Services	P

Figure 2: Current Map of Supportive Housing Zoning Districts



PROPOSED CHANGED TEXT

1) Staff recommends that we remove the definition of Supportive Housing from the zoning ordinance in order to promote fair housing and prevent discriminatory stereotypes, fears and comments about residents and prospective residents of certain dwellings or areas.

2) Staff recommends the removal of Supportive Housing conditions, in order to eliminate regulations that contain special rules or restrictions for housing that only apply to individuals in a discriminatory manner.

3) Staff recommends removing Supportive Housing references from Permissible Uses tables for zoning districts CN, MD and HHS.

Removals are noted in strikethrough (~~strikethrough~~); additions are noted by underline (underline).

~~**Supportive Housing | Ypsilanti Zoning Ordinance**~~
~~122-203 Definition~~

~~**Supportive housing** means a facility that provides housing for 24 hours per day and supportive services designed to assist residents with improving daily living skills, securing employment, rehabilitation, or obtaining permanent, independent housing. Supportive housing is not intended for short-term, emergency housing and care, but rather longer periods ranging from a few months to a few years. Supportive housing is distinguished from a hospital or other health care environment, and facilities regulated by the State of Michigan as State licensed residential facilities. This definition shall not include fraternities, sororities, dormitories, adult foster care facilities, group homes, nursing homes, substance abuse treatment facilities, emergency shelters, individuals utilizing tenant-based or homeownership-based voucher funding through the U.S. Department of Housing and Urban Development, community correctional facilities, and housing for the rehabilitation of former occupants of correctional facilities.~~

~~Supportive services are services provided to residents of supportive housing for the purpose of facilitating the independence of residents, and may be provided on the premises, or off-site. Some examples are case management, medical or psychological counseling and supervision, childcare, transportation, and job training.~~

~~**Conditions**~~
~~Sec. 122-557. - Supportive housing.~~
~~Supportive housing shall be subject to the conditions hereinafter imposed:~~

(a) ~~The maximum number of persons served per the facility shall not exceed 8.~~

(b) ~~On-site services shall be for residents of the facility only.~~

(c) ~~If the owner of the property does not reside on the premises, the owner must appoint a resident manager who resides on the premises. The property owner must provide the name and contact information of this person upon request by the City.~~

(d) ~~For each adult cared for, the square footage of outdoor recreation or relaxation area required by the Building Code must be provided in the rear, side, or street side yard. Such outdoor space must be fenced and screened from any adjacent lot.~~

(e) ~~All new construction or additions to existing buildings shall be compatible with the scale and character of the surroundings, and exterior building materials shall be harmonious with other buildings in the neighborhood.~~

(f) ~~Screening in accordance with §122-634 shall be provided along all rear and side yard boundaries between the proposed use and property either zoned or used for single-family and two-family purposes.~~

Multiple Dwellings (MD)

USES	MD	NOTES	SPECIFIC REGULATIONS
Group Residences	S		Single-family building type only.
Townhomes/Rowhomes	P		
Two-Family Dwelling	P		
Multiple Family Dwellings, maximum of 6 units per building	P		Responsible party for management must be on file with the City.
Multiple Family Dwellings, more than 6 units per building	S		Responsible party for management must be on file with the City.
Home Occupation	A		Section 122-531
Family Child Care Home	A	1—6 children	Must be licensed by the state and must comply with the minimum state standards for such facilities.
Group Child Care Home	S	Up to 12 children	Section 122-521
Group living with support staff, not licensed by State of Michigan	S	~~Includes supportive housing, rehabilitation housing, or dormitories.~~	

Core Neighborhood (CN, CN-Mid, CN-SF)

USES	CN-SF	CN-MID	CN	NOTES	SPECIFIC REGULATIONS
Single-Family Detached Dwelling	P	P	P		
Single-Family Attached Dwellings	P	P	P	In CN-SF: only permitted on corner lots, otherwise prohibited.	In "townhome" building type only. In the case of CN-SF corner lots the corner lot must contain at least 30’ of frontage on two or more street sides.
Accessory Dwelling Unit	A	A	A		
Two-family dwelling units	P	P	P	In CN-SF: only permitted on corner lots, otherwise prohibited.	In the case of CN-SF corner lots the corner lot must contain at least 30’ of frontage on two or more street sides.
Multiple Family Dwellings, maximum of 4 units per building	—	S	P		
Multiple Family Dwellings, more than 4 units per building	—	—	S		
Apartments located above ground floor of permitted nonresidential uses	—	—	P		
Home Occupation	A	A	A		Section 122-531
Family Child Care Home	A	A	A	1—6 children	Must be licensed by the state and must comply with the minimum state standards for such facilities.
Group Child Care Home	S	S	S	Up to 12 children	Section 122-521
Adult foster care family homes	A	A	A	1—6 adults, day care and 24-hour care	Must be licensed by the state and must comply with the minimum state standards for such facilities.

USES	CN-SF	CN-MID	CN	NOTES	SPECIFIC REGULATIONS
Group residences and roominghouses	—	—	S		Section 122-530
Group living with support staff, not licensed by State of Michigan	—	—	S	~~Includes supportive housing, rehabilitation housing or dormitories.~~	~~Section 122-557~~

Health and Human Services District

USES	HHS	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL			
Single-Family Attached Dwelling	P		In "Townhome" building type only
Two-family dwelling	P		
Multiple Family Dwellings, maximum of 6 units per building	P		
Multiple Family Dwellings, more than 6 units per building	S		Section 122-541
Apartments located above ground floor of permitted nonresidential uses	P		
Home Occupation	A		Section 122-531
Group living with support staff, not licensed by State of Michigan	P	~~Includes supportive housing, rehabilitation housing or dormitories.~~	~~Section 122-557~~

STANDARDS FOR AMENDMENTS §122-362(a)

(a) ***Text Amendment.*** *For a change to the text of the Zoning Ordinance, the Planning Commission shall consider and the City Council may consider, whether the proposed amendment meets the following standards:*

(1) The proposed amendment is consistent with the guiding values of the Master Plan; and

Applicable guiding values of the Master Plan include:

- *Diversity is our strength*. This proposed amendment promotes mixed-income development and results in many benefits for communities. Neighborhoods which are ethnically and economically integrated provide greater opportunity for creating a diverse work force and more diverse and vibrant communities. Eliminating discrimination whether through intent or effect underscores the City's reverence for this guiding value.
- *Ypsilanti is sustainable*. This proposed amendment brings Ypsilanti closer to this standard by removing discriminatory zoning that would inhibit or prevent a mix of incomes, opportunities and social capital across the spectrum of our communities who together help the city grow and flourish.
- *Great place to do business, especially green and creative*. This equity in zoning action supports a better way for creating a diverse market that supports small businesses, industries and services dispersed throughout the City of Ypsilanti.

(2) The rezoning is consistent with description and purpose of the proposed district; and

All housing, including the currently classified Supportive Housing will be regarded in a manner that is consistent with the description and purpose of zoning districts that permit residential land use.

(3) The proposed amendment is consistent with the intent of this Zoning Ordinance; and

The proposed amendment is consistent by establishing that the currently classified Supportive Housing will adhere to residential zoning standards.

(4) The proposed amendment will enhance the functionality, transportation network or character of the future development in the City; and

The amendment serves to enhance these standards by ensuring that equity in residential zoning promotes fair housing near employment opportunities and in desirable places that offer connectivity to work, goods, services, education, community and alternative/affordable transportation choices.

(5) The proposed amendment will preserve the historic nature of the surrounding area and of the City; and

The proposed amendment does not remove or modify any HDC regulations, nor does it change building form or design standards.

(6) The proposed amendment will enhance the natural features and environmental sustainability of the City; and

The amendment neither improves nor impacts the natural features and environmental sustainability of the City.

(7) The proposed amendment will protect the health, safety, and general welfare of the public; or

Because the foundation for amending is based on zoning for equity, the proposed amendment is intended to improve the health, safety and general welfare across all Ypsilanti communities by removing discriminatory effect and barriers.

(8) The proposed amendment is needed to correct an error or omission in the original text; or

The proposed amendment is needed to increase equity in zoning by eliminating the potential for adverse impacts or harm to a community as a result of discriminatory language and / or the perpetuation of segregation.

(9) The proposed amendment will address a community need in physical or economic conditions or development practices; and

It is reasonable to believe that access and connectivity standards for a broader range of people will be improved – especially concerning reliance on getting to work and other places via public transit, walking and biking as alternatives to vehicles. Additionally, those who rely on mobility aids, strollers for small kids, and children who need safe routes to school will benefit as the area for housing choices is increased through equity in zoning and removing discriminatory regulations and barriers.

(10) The proposed amendment will not result in the creation of significant nonconformities in the City.

The proposed amendment will not result in the creation of significant nonconformities in the City.

STAFF RECOMMENDATION

Staff recommends the Planning Commission ***approve*** the proposed text amendment to remove Article V Division 1, Section 122-557 Supportive Housing Conditions and Permissible Uses; and to remove Article II, Section 122-203 Supportive Housing Definition to City Council, with the following findings –

1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The rezoning is consistent with description and purpose of the proposed district;
3. The proposed amendment is consistent with the intent of this Zoning Ordinance;
4. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
5. The proposed amendment will enhance the character of the future development in the City;
6. The proposed amendment is needed to correct an error or omission in the original text;
7. The proposed amendment will address a community need in physical or economic conditions or development practices.
8. The proposed amendment promotes fair housing, improves equity in zoning, and aligns with the Fair Housing Amendments Act that apply to zoning and planning.

Holli Andrews, MCPD
City Planner
City of Ypsilanti

c.c. File
Katie Jones, City of Ypsilanti Economic Development and Equity Coordinator
Leah DuMouchel, AICP | Director of Programs and Communications, Michigan Association of Planning

MINUTES
Planning Commission
Wednesday, January 18, 2023 @ 7:00 PM
Council Chambers One South Huron, Ypsilanti, MI 48197

I. Call to Order (7:02pm)

II. Roll Call

Present: Simmons, Bettis, Davis Jr., Donnelly, Hollifield, Schier, Smith
Absent: Dunwoodie, Jones-Chance
Motion to excuse the absences.
Offered By: Commissioner Hollifield; Seconded By: Commissioner Donnelly; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

III. AGENDA APPROVAL

Motion to approve the agenda.
Offered By: Commissioner Davis Jr.; Seconded By: Commissioner Donnelly; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

IV. Approval of Minutes

Motion to approve the December 21, 2022 Minutes
Offered By: Commissioner Smith; Seconded By: Commissioner Donnelly; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

V. AUDIENCE PARTICIPATION

Motion to open the audience participation.
Offered By: Commissioner Davis Jr.; Seconded By: Commissioner Donnelly Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)
None.
Motion to close the audience participation.
Offered By: Commissioner Donnelly; Seconded By: Commissioner Hollifield Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

VI. COMMITTEE REPORTS

A. Non-Motorized Committee Report

Bob Krzewinski spoke about the appointment of Dylan Goings as the new chair of the committee. They agreed to a 14 day transition period for their committee chair. Dylan Goings introduced himself, both recommended the new applicant for appointment.
Commissioner Davis Jr spoke about the continuation of the Vision Zero initiative, and the need for a name chair for recruitment.

Motion to approve the Non-motorized Committee bylaw amendment regarding a 14 day transition period for chair turnover.
Offered By: Commissioner Donnelly; Seconded By: Commissioner Smith; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

Motion to approve the appointment of Jessica Kwek to the Non-motorized Committee and the appointment of Dylan Goings to chair of the committee
Offered By: Commissioner Davis Jr.; Seconded By: Commissioner Donnelly; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

VII. PRESENTATIONS AND PUBLIC HEARING ITEMS

A. Zoning Text Amendment | Supportive Housing (Public Hearing)

Staff Presentation by City Planner Holli Andrews
Motion to open the Public Hearing
Offered By: Commissioner Donnelly; Seconded By: Commissioner Hollifield; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)
Briana Carpenter - Resident and Avalon social worker: in support of this change.
Catherine Distelrath - CSH a leader in supportive housing sent a letter congratulating the commission for considering this text amendment.
Motion to close the Public Hearing
Offered By: Commissioner Donnelly; Seconded By: Commissioner Hollifield; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

Motion that the Planning Commission approve the proposed text amendment to remove Article V Division 1, Section 122-557 Supportive Housing Conditions and Permissible Uses; and to remove Article II, Section 122- 203 Supportive Housing Definition to City Council, with the following findings –
1. The proposed amendment is consistent with the guiding values of the Master Plan;
2. The rezoning is consistent with description and purpose of the proposed district;
3. The proposed amendment is consistent with the intent of this Zoning Ordinance;
4. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
5. The proposed amendment will enhance the character of the future development in the City; 6. The proposed amendment is needed to correct an error or omission in the original text;
7. The proposed amendment will address a community need in physical or economic conditions or development practices.
8. The proposed amendment promotes fair housing, improves equity in zoning, and aligns with the Fair Housing Amendments Act that apply to zoning and planning.
Offered By: Commissioner Smith; Seconded By: Commissioner Hollifield; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

VIII. OLD BUSINESS

Commissioner Hollifield requested the packets on a faster timeline.
Commissioner Simmons asked about the marijuana moratorium
Councilmember Wilcoxen reported that marijuana permits were denied and there will be appeals.

The commission asked Councilmember Wilcoxen to inquire about an extension to the moratorium.

IX. NEW BUSINESS

A. 2023 Calendar

Commissioner Smith pointed out that a date is wrong in June. It should be June 21st.

Motion to approve the 2023 Meeting Calendar as amended.

Offered By: Commissioner Smith; Seconded By: Commissioner Donnelly; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

Commissioner Davis Jr. expressed concerns over the number of businesses putting up cheap unshielded LED lighting that do not comply with the Dark Sky Ordinance, particularly 900 W. Michigan. Asked for stronger enforcement from the City.

X. ADJOURNMENT

Motion to adjourn at 8:06pm.

Offered By: Commissioner Donnelly; Seconded By: Commissioner Hollifield; Approved: Yes – 7; No – 0; Absent – 2 (Dunwoodie, Jones-Chance)

REQUEST FOR LEGISLATION

TO:	Mayor and City Council
FROM:	Hollie Andrews
DATE:	February 21, 2023
SUBJECT:	Zoning Text Amendment | Roominghouses as Special Use in the Historic Corridor Zoning District

DESCRIPTION:
Zoning Text Amendment | Roominghouses as Special Use in the Historic Corridor Zoning District

SUMMARY:

The City of Ypsilanti's Code of Ordinances currently prohibits roominghouses as a use in the Historic Corridor zoning district. Applicant Ian Greenlee requested a Zoning Ordinance Text Amendment to 1) add roominghouses as a principal or special land use in the Historic Corridor district under Section 122-451, and 2) add section to Div 1 Sec. 122-530 (f). – Group residences and roominghouses. Specific standards for certain uses regarding roominghouses. The application was approved by the Planning Commission with the condition, allowance by special use permit.

RECOMMENDED ACTION:

Amendment #1 | Add roominghouses as a special land use in the Historic Corridor district under Section 122-451.

Subdivision III Corridors Sec. 122-451. - Permissible uses.

Specific Regulations:

1. The owner of the property must either reside on the premises or provide the name and contact information of resident manager to the Building Department, and keep such information up-to-date.
2. Rooms used for sleeping must have a minimum of 100 square feet for two occupants, plus an additional 50 square feet for each additional occupant.
3. A minimum of 450 square feet of living space must be reserved for the owner/operator's or resident manager's quarters.

Amendment #2 | Add section to Div 1 – specific standards for certain uses regarding roominghouses.

CHAPTER 122 ARTICLE V – Use regulations. DIV 1 Specific standards for certain uses.

Sec. 122-530 Groupresidences and roominghouses.
Group residences and roominghouses and are permitted subject to the following conditions:

(f) Roominghouses are permitted subject to the following conditions:

(1) In all other zoning districts, the roominghouse must be the principal residence of the owner/operator or a resident manager. In either case, such party must live on the premises. A minimum of 450 square feet of living space must be reserved for the owner/operator's or resident manager's quarters.

(2) If the owner of the property does not reside on the premises, the property owner must provide the name and contact information of resident manager to the Building Department, and keep such information up-to-date.

(3) Rooms used for sleeping must have a minimum of 100 square feet for two occupants, plus and additional 50 square feet for each additional occupant.

ATTACHMENTS :
Resolution, Ordinance, Planning Commission Minutes, Planning Commission Staff Report, Applicant's Submitted Application

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CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2023-022
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti recognizes that Roominghouses shall be added as a permissible special use in the Historic Corridor zoning district; and
WHEREAS the City of Ypsilanti recognizes that adding roominghouses as a use in the Historic Corridor, it may be considered consistent with the description and purpose of the proposed district; and

WHEREAS the City of Ypsilanti recognizes that the amendments are consistent with the following guiding values of the Master Plan. Those needs will change as residents age and move. The need for safe, quality, affordable homes for all should be factored into decisions.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the Zoning Text Amendment provisions in the zoning ordinance to.

This zoning text amendment applies to Article V Subdivision III Corridors Sec. 122-451; and to ARTICLE V, DIV 1 SPECIFIC STANDARDS FOR CERTAIN USES, Sec. 122-530 (f). – Group residences and roominghouses.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-022

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1407

An Ordinance Entitled Roominghouses Zoning Text Amendment.

THE CITY OF YPSILANTI ORDAINS that the Zoning Text Amendment provision in the zoning ordinance to 1) add roominghouses as a principal or special land use in the Historic Corridor district under Section 122-451, and 2) add section to Div 1 – specific standards for certain uses regarding roominghouses.

This zoning text amendment applies to Article V Subdivision III Corridors Sec. 122-451; and to ARTICLE V, DIV 1 SPECIFIC STANDARDS FOR CERTAIN USES, Sec. 122-530 (f). – Group residences and roominghouses.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS ____ DAY OF __________, ______.

____
Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. ______ was published in the Washtenaw Legal News on the _____ day of __________, _____.

____
Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of __________ , ______.

____
Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:

Resolution No. 2023-023
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider Roominghouses in the Historic District as a permissible special use will be officially closed.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-023

MINUTES
CITY OF YPSILANTI
Planning Commission MEETING
Wednesday, December 21, 2022 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197

Page

I. CALL TO ORDER

II. ROLL CALL

Present: Dunwoodie, Bettis, Davis Jr, Donnelly, Hollifield, Schier, Jones-Chance
Absent: Simmons, Davis Jr, Smith

III. AGENDA APPROVAL

Motion to approve the agenda.
Offered By: Commissioner Donnelly; Seconded By: Commissioner Jones-Chance
Approved: Yes – 7; No – 0; Absent – 3 (Simmons, Davis Jr., Smith)

IV. APPROVAL OF MINUTES

Motion to approve the November 16, 2022 Minutes
Offered By: Commissioner Hollifield.; Seconded By: Commissioner Donnelly
Approved: Yes – 7; No – 0; Absent – 3 (Simmons, Davis Jr., Smith)

V. AUDIENCE PARTICIPATION

Motion to open the audience participation.
Offered By: Commissioner Hollifield.; Seconded By: Commissioner Donnelly
Approved: Yes – 7; No – 0; Absent – 3 (Simmons, Davis Jr., Smith)
Commissioner Smith and Davis Jr. spoke via zoom.
Motion to close the audience participation.
Offered By: Commissioner Donnelly; Seconded By: Commissioner Hollifield
Approved: Yes – 7; No – 0; Absent – 3 (Simmons, Davis Jr., Smith)

VI. COMMITTEE REPORTS

A. Non-Motorized Committee Report
Commissioner Davis Jr. gave an update from the committee via zoom. Nonmotorized has been meeting, focusing on vision zero plan, a priority list and a membership list,

B. Reappointment of Dylan Goings
Motion to reappoint Dylan Goings to the Non-Motorized Committee
Offered By: Commissioner Hollifield; Seconded By: Commissioner Donnelly
Approved: Yes – 7; No – 0; Absent – 3 (Simmons, Davis Jr., Smith)

VII. PRESENTATIONS AND PUBLIC HEARING ITEMS

Zoning Text Amendment 1) Section 122-451 to allow for "Roominghouses" in the Historic Corridor as a principal or special use; and 2) Add Section to Chapter 122, Article V, Division 1 | Specific Standards for Certain Uses ("Roominghouses)

Commissioner Donnelly Recused herself.

Fred Lucas – on behalf of applicant, spoke about the zoning text and the case for it to be changed. He compared rooming houses to bed and breakfasts.

Motion to open the Public Hearing
Offered By: Commissioner Bettis; Seconded By: Commissioner Hollifield
Approved: Yes – 6; No – 0; Recused – 1 (Donnelly); Absent – 3 (Simmons, Davis Jr., Smith)

George Hagenauer- City Resident. Spoke about his experience living in a rooming house. He understands that resident managers are unaffordable, but splitting up historic properties have safety issues. He does not support adding roominghouses to the Historic District unless they are required to be owner occupied.

Amanda Smith – Speaking as a City Resident. Supports the text amendment. Stated that rooming houses are historic as well.

Letter from residents John and Patricia Harrington – 209 N. Huron: Believes that landlords are just trying to maximize on their investments with this amendment and does not support the amendment. "Let's not undo what has taken years to fix and change."

Letter from Resident, Cheryl Farmer- Opposed to the text amendment. Stated parking concerns. Believes that it would only serve the interests of bad landlords and not the community.

Motion to close the Public Hearing
Offered By: Commissioner Bettis; Seconded By: Commissioner Jones-Chance
Approved: Yes – 6; No – 0; Recused – 1 (Donnelly); Absent – 3 (Simmons, Davis Jr., Smith)

Motion the approve the proposed text amendment with the following findings:

1. The amendment is consistent with the following guiding values of the Master Plan. Anyone, no matter what age or income, can find a place to call home in Ypsilanti, and housing options should match the needs of the people.
2. The amendment is consistent with the description and purpose of the district.
3. Adding roominghouses as a use in the Historic Corridor, it may be considered consistent with the description and purpose of the proposed district.

Conditions:

1. Change the reference to Sec.122-5XX instead of referencing the existing part of the ordinance Sec. 122-530.

Friendly amendment by Commissioner Dunwoodie: Allowance by special use permit and that the amendment has modified with discussion. Commissioner Bettis approved the friendly amendment.

Offered By: Commissioner Bettis; Seconded By: Commissioner Hollifield
Approved: Yes – 6; No – 0; Recused – 1 (Donnelly); Absent – 3 (Simmons, Davis Jr., Smith)

VIII. OLD BUSINESS

IX. NEW BUSINESS

X. FUTURE BUSINESS DISCUSSIONS/UPDATES

XI. ADJOURNMENT

Motion to adjourn at 8:19pm

Offered By: Commissioner Jones-Chance; Seconded By: Commissioner Donnelly

Approved: Yes – 7; No – 0; Absent – 3 (Simmons, Davis Jr., Smith)

City of Ypsilanti

Community & Economic Development Department

December 12, 2022

Zoning Text Amendment

Roominghouses | Standards and Allowed Use in the HC District

GENERAL INFORMATION

Applicant:	Ian Greenlee, 206 N Huron
Application Date:	November 23, 2022
Action Requested:	Zoning Ordinance Text Amendment to 1) add roominghouses as a principal or special land use in the Historic Corridor district under Section 122-451, and 2) add section to Div 1 – specific standards for certain uses regarding roominghouses.
Staff Recommendation:	Denied

BACKGROUND

The City of Ypsilanti's Code of Ordinances currently prohibits roominghouses as a use in the Historic Corridor zoning district. Staff recognizes that the intensity of use is a critical component to introducing roominghouses as a principal or special use in the HC. Greater density of population usually means increased coming and going. More noise may be expected. In some cases, automobile traffic and parking become serious problems.

Roominghouses are better suited in other walkable urban districts than the HC, which is why this use is more appropriately placed in the Core Neighborhood zoning district where there is a range of residential building types, mixed use, and access to public transit, goods and services.

The applicant, Ian Greenlee makes the claim in his zoning text amendment application that the roominghouse use should be allowed in the HC. His reasoning centers on comparisons of roominghouses to bed and breakfast inns. Greenlee's application is quoted below –

> "At present Bed & Breakfasts are a permitted use in the HC district. A roominghouse is a similar use to a B&B; the exception that food must be served and the guests must rent on a nightly basis. In the HC district, there is no requirement that the property owner reside in the property.
>
> "Unlike B&Bs which house transients, a roominghouse has long term tenants, which is more compatible with the other permitted and special uses in the HC district, such as multiple family dwellings and apartments.
>
> "From the exterior a roominghouse is indistinguishable from other multi-family housing that is already permitted in the district."

Staff does not agree with the applicant's comparisons for the following reasons –

- Bed and breakfast lodging ("B&Bs") is by definition in the City of Ypsilanti's Code of Ordinances, "a structure which was constructed for and is used for single-family residential purposes, but which may have as an accessory use a temporary lodging for travelers/guests." The tourism and hospitality industry, of which B&Bs are classified is an entirely different business model. This is a significant omission from the definition provided by the applicant.

- The definition for "guests" in the Cambridge Dictionary is "a person who is staying with you, or a person you have invited to a social occasion, such as a party or a meal." The owner of a B&B resides on the property and is paid to provide a visitor or traveler with accommodations that are based on hospitality and lodging.

- The definition for "transients" in the same dictionary is "someone who lives only temporarily in a place." The claim that a roominghouse has "long term tenants" is an assumption that is proposed by the applicant and not always characteristic of group living situations. The comparison is unreasonable due also to the owner of a roominghouse not necessarily residing there, and whose provisions are not guest-based or tourism-based – but rather temporary residential in nature.

PROPOSED CHANGED TEXT

Removals are noted in strikethrough (~~strikethrough~~); additions are noted by ✓ and underline (underline).

Amendment #1 | Add roominghouses as a principal or special land use in the Historic Corridor district under Section 122-451

Subdivision III Corridors Sec. 122-451. - Permissible uses. In the corridor districts, no uses shall be permitted except the following.

P=Principal, A=Accessory, S=Special Land Use, — = Not Permitted					
USES	**HC**	**NC**	**GC**	**NOTES**	**SPECIFIC REGULATIONS**
RESIDENTIAL					
Single-Family Detached Dwelling	P	—	—		
Single-Family Attached Dwelling	—	P	P		In "Townhome" building type only

P=Principal, A=Accessory, S=Special Land Use, — = Not Permitted					
USES	**HC**	**NC**	**GC**	**NOTES**	**SPECIFIC REGULATIONS**
Accessory Dwelling Unit	A	—	—		
Two-family dwelling units	P	P	P		
Multiple Family Dwellings, maximum of 4 units per building	P	P	P		
Multiple Family Dwellings, more than 4 units per building	S	S	P		Section 122-541
Apartments located above ground floor of permitted nonresidential uses	P	P	P		
Apartments located below ground floor of permitted nonresidential uses	P	P	P		
Home Occupation	A	A	A		Section 122-531
Family Child Care Home	A	A	A	1—6 children	Must be licensed by the state and must comply with the minimum state standards for such facilities.
Group Child Care Home	A	A	A	Up to 12 children	Section 122-521
Adult foster care family homes	A	A	A	1—6 adults	Must be licensed by the state and must comply with the minimum state standards for such facilities.

P=Principal, A=Accessory, S=Special Land Use, — = Not Permitted					
USES	**HC**	**NC**	**GC**	**NOTES**	**SPECIFIC REGULATIONS**
Bed & Breakfast or Inn	P	S	—		Section 122-520
Hotels & motels	—	—	P		
Roominghouses	P or S	—	—		1. The owner of the property must either reside on the premises or provide the name and contact information of resident manager to the Building Department, and keep such information up-to-date. 2. Rooms used for sleeping must have a minimum of 100 square feet for two occupants, plus an additional 50 square feet for each additional occupant. 3. A minimum of 450 square feet of living space must be reserved for the owner/operator's or resident manager's quarters.

Amendment #2 | Add section to Div 1 – specific standards for certain uses regarding roominghouses. Removals are noted in strikethrough (~~strikethrough~~); additions are noted by underline (underline).

CHAPTER 122 ARTICLE V – USE REGULATIONS DIV 1 SPECIFIC STANDARDS FOR CERTAIN USES

Sec. 122-530. - Group residences and roominghouses.
Group residences and roominghouses and are permitted subject to the following conditions:

(a) The minimum usable floor area of the structure, size of common interior living space, and kitchen facilities must comply with the applicable building codes and fire codes adopted by the City of Ypsilanti. Kitchen facilities shall be provided on the premises for the residents therein.

(b) Rooms for sleeping shall have a minimum square footage as required by the building code.

(c) If the owner of the property does not reside on the premises, the owner must appoint a resident manager, who must reside on the premises. The property owner must provide the name and contact information of this person to the building department, and keep such information up-to-date.

(d) A roominghouse or group residence permitted as a special use shall not be located within 200 feet of an R1 or CN-SF district.

(e) For roominghouses or group residences permitted as a special land use access to and from the site shall be directly to a major street or to a major street through a CN, CN-Mid or nonresidential district. In no event shall access be through an R1 or CN-SF district.

Sec. 122-5XX. - Roominghouses.
Roominghouses are permitted subject to the following conditions:

(a) In all other zoning districts, the roominghouse must be the principal residence of the owner/operator or a resident manager. In either case, such party must live on the premises. A minimum of 450 square feet of living space must be reserved for the owner/operator's or resident manager's quarters.
(b) If the owner of the property does not reside on the premises, the property owner must provide the name and contact information of resident manager to the Building Department, and keep such information up-to-date.
(c) Rooms used for sleeping must have a minimum of 100 square feet for two occupants, plus and additional 50 square feet for each additional occupant.

MASTER PLAN

Anyone, no matter what age or income, can find a place to call home in Ypsilanti Housing options should match the needs of the people.

Those needs will change as residents age and move. The need for safe, quality, affordable homes for all should be factored into decisions.

OTHER COMMUNITIES

Planetizen
The Return of Rooming Houses
Popular in the early 20th century, the single-room occupancy rooming house fell out of favor, with the type now banned in many cities. With no end to the housing crisis in sight, cities are rethinking their regulation of this affordable housing option.

Planners in the US and Canada have been looking at roominghouses as a potential solution to affordable housing shortages. In considering how this group-style living might diversify affordable housing inventory, planners are aligned on the critical importance to decide which zoning districts are most appropriate as a principal or special use.

STANDARDS FOR AMENDMENTS §122-362(a)

(a) ***Text Amendment.*** *For a change to the text of the Zoning Ordinance, the Planning Commission shall consider and the City Council may consider, whether the proposed amendment meets the following standards:*

(1) The proposed amendment is consistent with the guiding values of the Master Plan; and

Applicable guiding values of the Master Plan include:

- **Diversity is our strength: per the decision-making rubric. This maintains and potentially improves the diversity of the mix of businesses in Ypsilanti.**

  Staff does not agree that adding roominghouses as a use in the Historic Corridor has any major correlation to maintaining or improving the diversity of businesses in the City.

- **Ypsilanti is sustainable: per the decision-making rubric, this action maintains, and has the potential to create job opportunities for Ypsilantians.**

  Staff does not agree that by adding roominghouses as a use in the HC has any significant potential to create job opportunities for Ypsilanti residents or stakeholders.

- **Great place to do business, especially green and creative: This action retains and fosters the growth of local businesses.**

  The applicant has not shown that the zoning text amendment to add roominghouses as a use in the HC will retain or foster the growth of local business.

(2) The rezoning is consistent with description and purpose of the proposed district; and

The applicant has shown that by adding roominghouses as a use in the Historic Corridor, it may be considered consistent with the description but not necessarily the purpose of the proposed district. The amendment may correlate with Sec. 122-450 - Purpose.

> *Historic corridor (HC).* Historic corridors are located primarily in the historic district, and are on Cross Street, Huron Street, Hamilton Street, and River Street. These corridors are lined with historic buildings and are integrated into the adjacent neighborhoods and centers. **The intent of this district is to preserve the walkability, character, and historic nature of these streets, while allowing for adaptive re-use of historic buildings.**

(3) The proposed amendment is consistent with the intent of this Zoning Ordinance; and

> Sec. 122-100 states that this ordinance is intended to promote the public health, safety, and welfare.

The proposed amendment does not sufficiently address the purpose and scope of the HC district, nor the general welfare of its inhabitants.

(4) The proposed amendment will enhance the functionality, transportation network or character of the future development in the City; and

The applicant does not show how the proposed amendment will enhance the functionality, transportation network or character of the HC district. The proposal does not address intensity of use.

(5) The proposed amendment will preserve the historic nature of the surrounding area and of the City; and

The applicant does not address how adding roominghouses will preserve the historic nature of the Historic District.

(6) The proposed amendment will enhance the natural features and environmental sustainability of the City; and

The proposed amendment does not address ways to enhance the natural features and environmental sustainability of the District.

(7) The proposed amendment will protect the health, safety, and general welfare of the public; or

The proposed amendment does not sufficiently address the purpose and scope of the HC district, nor the general welfare of its inhabitants and historic preservation. The proposed amendment minimally defines regulations to address building conditions and their proposed impact on the health and safety of tenants. The proposal does not address intensity of use.

(8) The proposed amendment is needed to correct an error or omission in the original text; or

The applicant does not successfully show that the proposed amendment is needed to correct an error or omission to the original text.

(9) The proposed amendment will address a community need in physical or economic conditions or development practices; and

The applicant does not show that adding roominghouses as a use in the Historic Corridor will address a community need in physical or economic conditions or development practices.

(10) The proposed amendment will not result in the creation of significant nonconformities in the City.

STAFF RECOMMENDATION

Staff endorses that the Planning Commission recommend ***denial*** of the text amendment with the following findings:

1. The amendment is consistent with the following guiding values of the Master Plan.

   Anyone, no matter what age or income, can find a place to call home in Ypsilanti
   Housing options should match the needs of the people. Those needs will change as residents age and move. The need for safe, quality, affordable homes for all should be factored into decisions.

2. The amendment is consistent with the description and purpose of the district.

   The applicant has shown that by adding roominghouses as a use in the Historic Corridor, it may be considered consistent with the description and purpose of the proposed district, but is not sufficiently defined. The proposed amendment does not address intensity of use and the impact it may have on the district's historic character.

3. The proposed amendment is not consistent with the intent of the zoning ordinance.

   The proposed amendment does not sufficiently address the purpose and scope of the HC district, nor the general welfare of its inhabitants. It does define regulations to address building conditions and their proposed impact on the health and safety of tenants.

4. The proposed amendment will not enhance the functionality and character of the future development in the City.

   The applicant does not show how the proposed amendment will enhance the functionality, transportation network or character of the HC district.

5. The proposed amendment will not help preserve the historic nature of the City.

   The applicant does not address how adding roominghouses will preserve the historic nature of the Historic District or enhance the functionality and character of future development in the HC.

6. The proposed amendment will not enhance the environmental sustainability of the City and not negatively affect its natural features.

   The proposed amendment does not address ways to enhance the natural features and environmental sustainability of the District.

7. The proposed amendment will not protect the health, safety, and general welfare of the public.

   The proposed amendment does not sufficiently address the purpose and scope of the HC district, nor the general welfare of its inhabitants, or historic preservation. The proposed amendment does minimally define regulations to address building conditions and their proposed impact on the health and safety of tenants.

8. The proposed amendment does not correct an oversight in the original text.

   The applicant does not successfully show that the proposed amendment is needed to correct an error or omission to the original text.

9. The proposed amendment will not address a community need in economic conditions and energy infrastructure.

   The applicant does not show that adding roominghouses as a use in the Historic Corridor will address a community need in physical or economic conditions or development practices.

10. The proposed amendment will not result in the creation of significant nonconformities.

Holli R. Andrews, MCPD
City Planner
Community & Economic Development Division
c.c. File

RECEIVED
NOV 23 2022
CITY OF YPSILANTI
BUILDING DEPARTMENT

City of Ypsilanti
Planning & Development Department

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646
www.cityofypsilanti.com

ZONING TEXT AMENDMENT APPLICATION

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

Applicant

Name: Ian Greenlee		
Address: 206 N. Huron		
City: Ypsilanti	State: MI	Zip: 48197
Phone / Fax: 269 449 0144 ~~269-44-0144~~	E-Mail: greenlee.ian@gmail.com	

Change

Section of Zoning Ordinance (chapter, article, section, subsection format)

Chapter 122, Article IV, Division 3, Subdivision III, Section 122.451

Also Chapter 122, Article V, Division 1

Summarize the change requested (must attach separate sheet for proposed amendment with chapter, article, section, subsection formally cited)

Add Roominghouses as a principal or special land use in the HC district in Section 122-451

Add Section to Division 1: Specific Standards for Certain Uses regarding roominghouses (See proposed language on attached page 2)

Summarize circumstances, factors, and other relevant information (may continue on a separate sheet)

See attached page 2.

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti staff to be on the subject property, as applicable, for the purposes of preparing staff reports and/or evaluating this application.	
Signature:	Date: 11-1-22
Print Name: Ian Greenlee	

FOR OFFICE USE ONLY

Date:	Amount: **$1,000**	Account: **101-4-7210-607-01**
☐ Cash ☒ Check payable to City of Ypsilanti ☐ Credit (+ 3.0% surcharge)		Code: **178 Rezone** Signature of person receiving deposit:
Description of deposit:		

Change requested:

Sec. 122-5___. Roominghouses

Roominghouses are subject to the conditions hereinafter imposed:

(a) In all other zoning districts, the roominghouse must be the principal residence of the owner/operator or a resident manager. In either case, such party must live on the premises. A minimum of 450 square feet of living space must be reserved for the owner/operator's or resident manager's quarters.

(b) If the owner of the property does not reside on the premises, the property owner must provide the name and contact information of resident manager to the Building Department, and keep such information up-to-date.

(c) Rooms used for sleeping must have a minimum of 100 square feet for two occupants, plus an additional 50 square feet for each additional occupant.

Circumstances, factors and other relevant information:

At present Bed & Breakfasts are a permitted use in the HC district. A roominghouse is a similar use to a B&B; the exception that food must be served and the guests must rent on a nightly basis. In the HC district, there is no requirement that the property owner reside in the property.

Unlike B&Bs which house transients, a roominghouse has long term tenants, which is more compatible with the other permitted and special uses in the HC district, such as multiple family dwellings and apartments.

From the exterior a roominghouse is indistinguishable from other multi-family housing that is already permitted in the district.

I would request that a roominghouse be added as a permitted use in the HC district with the following requirements:

1. The owner of the property must either reside on the premises or provide the name and contact information of resident manager to the Building Department, and keep such information up-to-date.

2. Rooms used for sleeping must have a minimum of 100 square feet for two occupants, plus an additional 50 square feet for each additional occupant.

3. A minimum of 450 square feet of living space must be reserved for the owner/operator's or resident manager's quarters.

Resolution No. 2023-024
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2023-025, approving the minutes of the February 7, 2023 City Council Meeting.**

2. **Resolution No 2023-026, approving a contract with Washtenaw County for Dispatch services.**

3. **Resolution No. 2023-027, amending the Community Benefits Agreement for the 220 N Park development.**

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-024

Resolution No. 2023-025
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of February 7, 2023 City Council Meeting be approved.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-025

MINUTES
REGULAR COUNCIL Meeting

6:30 PM - Tuesday, February 7, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, February 7, 2023, at 6:30 PM, in the Council Chambers, with the following members present:

PRESENT:	Council Member Jennifer Symanns (6:37), Mayor Pro-Tem Steven Wilcoxen, Mayor Nicole Brown, Council Member Desirae Simmons, Council Member Evan Sweet (6:34), Council Member Roland Tooson, and Council Member Michelle King
ABSENT:	None

I CALL TO ORDER

The meeting was called to order at 6:30 pm

II ROLL CALL

III PLEDGE OF ALLEGIANCE

a) I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV AGENDA APPROVAL

The agenda was approved as amended
Change: Council Member King moved, seconded by Council Member Simmons to reconsider Resolution No. 2023-011B.

V CLOSED SESSION - 6:30 - 7:00 PM

a) Closed Session to discuss negotiations of a collective bargaining unit - MCL 15.268 (c)

Mayor Pro-Tem Steven Wilcoxen moved, seconded by Council Member Roland Tooson, to adjourn to Closed Session at 6:33 pm

RESULT:	**CARRIED.**
MOVER:	Mayor Pro-Tem Steven Wilcoxen
SECONDER:	Council Member Roland Tooson
AYES:	Steven Wilcoxen, Nicole Brown, Desirae Simmons, Roland Tooson, and Michelle King
ABSENT:	Jennifer Symanns and Evan Sweet

b) **Council member Simmons moved, seconded by Council Member Symanns to reconvene the meeting at 7:21 pm.**
On a voice vote, the motion carried.

VI PUBLIC COMMENT (3 MINUTES)

Two members of the public spoke.

VII PRESENTATIONS

a) Audit Presentation - Dan Merritt and Daniel Clark, Rehmann

VIII RESOLUTIONS/MOTIONS/DISCUSSIONS

a) Resolution No. 2023-013, approving stated policy and federal guidelines for the Tax Board of Review in granting or denying exemptions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS **the adoption of guidelines for poverty exemptions is required of the City Council; and**

WHEREAS **the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and**

WHEREAS, **pursuant to PA 390 of 1994, the City of Ypsilanti, Washtenaw County adopts the following guidelines for the Board of Review to implement.**

The Board of Review shall use the following guidelines to determine if a property owner qualifies for a poverty exemption from property taxes:

Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.

Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.

All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.

Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

The poverty threshold for eligibility for a poverty exemption is a figure which is equal to the U.S. Department of HUD State of Michigan for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be <u>less than</u> the poverty threshold for the number of persons within the household.

All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.

a. **Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year.**

A completed signed copy of each of the following should be submitted:

1. **The most recent Michigan Homestead Property Tax Credit (MI 1040 CR).**
2. **The most recent Federal Income Tax Return (1040) if you are required to file federal income tax.**
3. **The most recent Federal Income Tax Return (1040) for all other occupants of your home.**

a. **If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.**

b. **The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.**

c. **Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.**

d. **The most recent mortgage statement of the primary residence under review, including any reverse mortgages.**

e. **If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.**

f. **Maximum total allowed assets, including amounts in banking/investment accounts may not exceed the amount of the federal poverty guideline for the number of persons in the household. ~~Maximum total allowed liquid assets, specifically amounts in banking/investment accounts may not exceed the amount of projected 2023 taxes PLUS 50% for the entire household~~. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:**

g. **A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.**

h. **Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles. Exclude standard mode of transportation.**

i. **Jewelry, antiques, artwork, equipment, and other personal property of value.**

j. **Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.**

k. **Withdrawals of bank accounts and borrowed money.**
l. **Gifts, loans, lump-sum inheritances, and one-time insurance payments.**

m. **Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.**

n. **Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.**

o. **The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)**

p. **The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.**

q. **Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.**

r. **Poverty exemptions shall be granted for one year only. The property owner must apply every year to receive an exemption.**

Number In Household	Home Income Limits
1	$ ~~24,750~~20,000
2	$ ~~28,300~~20,000
3	$ ~~31,850~~23,030
4	$ ~~35,350~~27,750
5	$ ~~38,200~~32,470
6	$ ~~41,050~~37,190
7	$ ~~43,850~~41,910
8	$ ~~46,700~~46,630
per each additional person	$ 4,720

The City of Ypsilanti Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

NOW, THEREFORE, BE IT HEREBY RESOLVED **that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.**

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxen, to amend Resolution No. 2023-013, by removing the cap, or any

amount of liquid assets and add standard mode of transportation to exclusions.

RESULT:	**CARRIED.**
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxen
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

Mayor Pro-Tem Steven Wilcoxen moved, seconded by Council Member Evan Sweet, to amend Resolution No. 2023-013 by set the asset value for one and two person households at $20,000 and set three person through eight person households at the federal guidelines.

RESULT:	**CARRIED.**
MOVER:	Mayor Pro-Tem Steven Wilcoxen
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Steven Wilcoxen, to approve Resolution No. 2023-013 as amended

RESULT:	**CARRIED.**
MOVER:	Council Member Jennifer Symanns
SECONDER:	Mayor Pro-Tem Steven Wilcoxen
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

b) Resolution No. 2023-014, approving the minutes of January 24, 2023.

Council Member Roland Tooson moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-014
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of January 24, 2023 City Council Meeting be approved.

RESULT:	**CARRIED.**
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

c) Resolution No. 2023-015, rescinding Resolution No. 2022-001A, requiring face masks be worn at all public meetings.

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-015
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, public entities returned to in-person meetings beginning on January 1, 2022; and

Whereas, at that time the Delta variant, a very contagious form of COVID-19, was widely spreading throughout Washtenaw County; and

Whereas, in the attempt to hold meetings as safely as possible, City Council continued to provide a virtual presence for its meetings and for all city boards and commissions, as well as approving Resolution No. 2022-001A, which required facemasks for all those in attendance; and

Whereas, the CDC currently rates Washtenaw County's Community Level at low risk of infection of COVID-19, and cases have been minimal in the county since July of this past year; and

Whereas, widely available vaccines and boosters combat the risk of transmission of COVID-19, and are the greatest defense against exposure.

Now Therefor Be it Resolved, that the City Council of the City of Ypsilanti, hereby rescind Resolution No. 2022-001A and remove the mask requirement for public meetings.

RESULT:	**CARRIED.**
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Roland Tooson
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

d) Resolution No. 2023-016, approving the City Council Goals for Fiscal Year 23-24.

Mayor Pro-Tem Steven Wilcoxen moved, seconded by Council Member Michelle King, to approve Resolution No. 2023-016
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, in January of 2023, the city council engaged in goal setting and budget prioritization exercises with the valuable assistance from facilitator Sharonda Simmons and city administration; and

WHEREAS, Ms. Simmons prepared five strategic goals which outlines the results of the city council's goal setting sessions; and

WHEREAS, during the three goal session meetings; City Council, City Administration, and the facilitator developed five strategic goals:

Strategic Goal 1: Retain and Attract Staff
Retain and attract staff by ensuring they have the tools necessary to do their jobs well and by providing performance incentives

Strategic Goal 2: Community Mental Health
Identify community partnerships to achieve the goal of a regional non-emergency response plan and facilitate the creation of a response team

Strategic Goal 3: Community Engagement

Engage our residents through commissions, neighborhood hubs, communications, outreach tools, events and activities to sustain our community

Strategic Goal 4: Invest in Infrastructure
Invest in infrastructure to enhance community pride and ensure those that live, play, and work may do so safely

Strategic Goal 5: Revenue Generation and Housing
Generate revenue to provide adequate city services and examine different housing opportunities to meet a multigenerational need and economic need equitably.

WHEREAS, pursuant to Section 5.02 of the Ypsilanti city charter, the city council desires to adopt goals, objectives, and budget priorities for 2022-2023 to provide the necessary direction to the City Manager for allocation of resources for FY 2022-2023 proposed budgets.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the Ypsilanti city council does hereby adopt the Ypsilanti City Council 2022-2023 Goal-Setting Report as the city council's goals, objectives, and budget priorities for FY 2022-2023.

BE IT FURTHER RESOLVED THAT the Ypsilanti city council does hereby direct the City Manager to consider these adopted goals and objectives as priorities during the preparation of the FY 2022-2023 budget in accordance with Section 5.02 of the Ypsilanti city charter.

RESULT:	**CARRIED.**
MOVER:	Mayor Pro-Tem Steven Wilcoxen
SECONDER:	Council Member Michelle King
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

e) Resolution No. 2023-017, approving the purchase of packer truck for the environmental services division of DPS.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxen, to approve Resolution No. 2023-017
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the collection of curbside recycling and yard waste is an ongoing and important service offered to residents in the City of Ypsilanti; and,

Whereas, an environmental dump truck is vital to the necessary to collect recycling and yard waste; and,

Whereas, the City Council of the City of Ypsilanti had allocated funds in the FY 2019-2020 budget for this purchase; and,

Whereas, the purchase price of the vehicle is more than the originally budgeted amount;

Whereas, the remainder of the purchase price can be drawn from current year environmental motorpool capital;

Now therefore be it resolved that that the City of Ypsilanti approves the purchase from Wolverine Freightliner Eastside, Inc. in the amount totaling $355,845.00 to be expended from the appropriate environmental motorpool capital accounts, with any change orders to be approved by the City Manager.

RESULT:	**CARRIED.**
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxen
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

f) Resolution No. 2023-018, approving an amendment to the YDDA Administrative Services Contract of 2022.

Council Member Roland Tooson moved, seconded by Council Member Jennifer Symanns, to approve Resolution No 2023-018
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City seeks to provide Executive Director and administrative services to the Ypsilanti DDA; and

WHEREAS, the Ypsilanti DDA seeks to enter into an Administrative Services Contract
for the services of the City; and

WHEREAS, The City of Ypsilanti approves of the use of City staff for a 24 month
contract for services to the Ypsilanti DDA with compensation; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor
and City Clerk to enter the Administrative Services Contract as provided for 24 months to staff the Executive Director and administrative services of the Ypsilanti Downtown Development Authority.

RESULT:	**CARRIED.**
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

g) Reconsider Resolution No. 2023-011B, approving a salary increase for the City Manager. **(added)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City Council has evaluated the City Manager for their performance; and

WHEREAS, the employee was rated highly in their performance review; and

WHEREAS, the employee's salary will increase by ~~3%~~ 2%.

NOW THEREFORE, BE IT RESOLVED that the City Council approve the above salary increase effective retroactively to the date of employee evaluation.

Council Member Michelle King moved, seconded by Council Member Desirae Simmons, to reconsider Resolution No. 2023-2023-011B

RESULT:	**CARRIED.**
MOVER:	Council Member Michelle King
SECONDER:	Council Member Desirae Simmons
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

Council Member Desirae Simmons moved, seconded by Mayor Pro-Tem Steven Wilcoxen, to amend Resolution No. 2023-011B, by decrease the salary increase to 2%

RESULT:	**CARRIED.**
MOVER:	Council Member Desirae Simmons
SECONDER:	Mayor Pro-Tem Steven Wilcoxen
AYES:	Jennifer Symanns, Steven Wilcoxen, Desirae Simmons, Evan Sweet, and Michelle King
NAYS:	Nicole Brown and Roland Tooson

Council Member Michelle King moved, seconded by Council Member Desirae Simmons, to approve Resolution No. 2023-001B as amended

RESULT:	**CARRIED.**
MOVER:	Council Member Michelle King
SECONDER:	Council Member Desirae Simmons
AYES:	Jennifer Symanns, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King
NAYS:	Steven Wilcoxen

IX BOARD AND COMMISSION - NOMINATIONS

a) **Arts Commission - (Reappointment)**

Aaron Seagraves - (Exp. 2/1/2026)
913 N Congress
Ypsilanti, MI 48197

Council Member Evan Sweet moved, seconded by Council Member Jennifer Symanns, to suspend Council Rules and immediately reappoint the applicant

RESULT:	**CARRIED.**
MOVER:	Council Member Evan Sweet
SECONDER:	Council Member Jennifer Symanns

AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

X BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. - None
2. Human Relations Commission. - None
3. Arts Commission. - Council Member Sweet stated that he has met with the Commission Chair and looks forward in participating in his first meeting.
4. Parks and Recreation Commission. - None
5. Sustainability Commission. - Council Member Simmons stated she met with the chair about the potential of the city applying for a grant.
6. Historic District Commission. - None
7. Planning Commission. - None
8. Zoning Board of Appeals - None

XI LIAISON REPORTS

1. SEMCOG Update - None
2. Washtenaw Area Transportation Study - None
3. Urban County - Mayor Brown stated that she went through the new member training, and discussed potential programs for HVAC for residents of the county.
4. Ypsilanti Downtown Development Authority - Mayor Brown stated that Council just approved the administrative services contract and the next meeting the aboard will discuss landscape agreement and the judging of the storefront competition.
5. Friends of Rutherford Pool - Mayor Pro-Tem Wilcoxen stated the Friends group is still trying to secure a grant to resurface the pool, and ran into an issue with the vendor raising their fees.
6. Bicentennial Committee - Council Member sweet stated the Committee discussed the creation of a book for the bicentennial. The Committee also discussed logistics and proposals that will be coming to Council.

XII COUNCIL PROPOSED BUSINESS

a) Tooson

1. Acknowledged Black History Month.

b) Syamnns

1. None

c) Sweet

1. Stated the county provides a weatherization program, and is amending the income thresholds. He will forward this information to Council to share with the public.
2. Thanked Human Resources Director DuJuan Fisher for his service and wished him well on his future endeavors.

d) Wilcoxen

1. Stated he toured the DPS Yard and saw many things that need to be addressed. He stated Council tries to address things to ensure public safety, but also need to do more to ensure employee safety.

e) **Simmons**

1. The daytime warming center is having issues with the Housing Access for Washtenaw County (HAWC) call center, which is not user friendly and people are often disconnected prior to receiving needed information. She asked for an update from staff, and if there is a way to know how many people haven't received services as a result.
2. She asked for clarification on the mapping proposed for the public to check on permit statuses and enforcement.
3. Stated that police ticketing had increased in the month of January and asked for information as to why.
4. She provided accolades for the Department of Public Services for their quickness in removing the snow during the recent storm.
5. Her first Ward meeting went well, and she received some great information from the public.
6. She expressed general appreciation for all of city staff.
7. She will be bringing forward resolutions regarding unions during the meeting on the 21st.
8. She stated there is some tenant rights issues occurring in the city, and mentioned there is potential funding the city could apply for to support right to counsel efforts.
9. She asked who would be interested in assisting her in designing a community resource fair.

f) **King**

1. Thanked Mr. Osler and remembers hearing his father's song and will work to see that it is recognized.
2. She asked how the city recognizes Black History Month.
3. Read allowed a proclamation for former City Council Member Kittie Wilson.

XIII COMMUNICATIONS FROM THE MAYOR

1. Stated the the Ypsilanti Symphony Orchestra will have their next performance at Lincoln Consolidated Schools and recommended people attend.

XIV COMMUNICATIONS FROM THE CITY MANAGER

1. The City Manager stated that there was seven denials for marijuana facilities based of Chapter 7, and five appealed. The date of the appeal will be February 28, 2023.

XV COMMUNICATIONS

XVI PUBLIC COMMENT (3 MINUTES)

None

XVII REMARKS FROM THE MAYOR

XVIII ADJOURNMENT

a) Resolution No. 2023-019, adjourning the City Council Meeting.

The meeting adjourned at 9:47 pm

b) Please click here to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

Resolution No. 2023-026
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the Dispatch Contract with Washtenaw County be extended to June 30, 2024 on the same terms and conditions.

The Mayor and City Clerk are authorized to sign the extension agreement, subject to the approval of the City Attorney.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-026

WASHTENAW COUNTY
OFFICE OF THE SHERIFF

2201 Hogback Road ◆ Ann Arbor, Michigan 48105-9732 ◆ **OFFICE** (734) 971-8400 ◆ **FAX** (734) 973-4624 ◆ **EMAIL** sheriffinfo@ewashtenaw.org

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

January 30, 2023

TO: Dispatch Contract Service Partners

FM: Jerry L. Clayton, Sheriff

RE: Emergency Communication Services – Contract Management & Strategic Planning

To ensure sustainability and provide for timely financial planning, in 2021 we communicated our intent to increase the cost of emergency communication services to reflect more accurately current and anticipated rising service costs. I.e., a nine percent (9%) increase each year over a five (5) year period. Last year, 2022, was the first year of the increase.

Additionally, we communicated our commitment to engage a team of consultants, subject matter experts, to guide the development of a five (5) to ten (10) year strategic plan to ensure that we provide the most efficient and effective emergency communication services now and into the future for our Washtenaw County stakeholders.

I'm pleased to share with you that this process is underway. We are presently accepting bids to select the consulting team. Their role will be to assist us in identifying and examining nationally recognized and industry endorsed public policy, exploring new and evolving operational protocols and technology, and advise us as to how to we can incorporate these various elements into a future-focused strategic plan.

Areas of assessment include but are not limited to:

- Current Metro Dispatch operations
- Framework for future growth
- Contract service partner costs
- Staffing needs and related capacity
- Adaptations of 911 to a changing world, demographics, and societal needs
- Integration of alternative response models
- Technology/equipment
- Quality Assurance

We anticipate that this process will require a year to complete. Therefore, we intend to extend the current contracts for one (1) year with a 9% increase.

As always, our objective is to provide the best possible service to those who live, work, play, or travel through Washtenaw County in a cost effective, efficient, and equitable manner.

Should you have any questions, please feel free to contact me.

Cc: Mark A. Ptaszek, Undersheriff
Rochelle S. Noonan, Director, Emergency Services

Public Safety – Quality Service – Strong Communities
Serving Washtenaw County since 1823

WASHTENAW COUNTY
OFFICE OF THE SHERIFF

2201 Hogback Road ◆ Ann Arbor, Michigan 48105-9732 ◆ **OFFICE** (734) 971-8400 ◆ **FAX** (734) 973-4624 ◆ **EMAIL** sheriffinfo@ewashtenaw.org

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

February 1, 2023 CV 32630.5

Nicole Brown, Mayor
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Dear Ms. Brown,

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and City of Ypsilanti dated December 21, 2009 as follows:

> Amend ARTICLE II – COMPENSATION to extend the contract as follows:
>
> Beginning July 1, 2023, upon the above services and submission of invoices, the City of Ypsilanti will pay the County an amount not to exceed Eighty-Nine Thousand Three Hundred Thirty-Three dollars ($89,333.00) per year. Price will be set until June 30, 2024.
>
> Amend ARTICLE III – TERM to extend the contract as follows:
>
> "This contract shall be in full force and effect for the term of one year commencing July 1, 2023 terminating on June 30, 2024."

All other terms and conditions remain the same as in the original contract, subsequent amendments and any applicable RFP/RFQ.

ATTEST:

____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

____
Gregory Dill (DATE)
County Administrator

APPROVED FOR CONTENT:

____
Jerry L. Clayton (DATE)
Washtenaw County Sheriff

CONTRACTOR

Accepted by_______________________________
Nicole Brown (DATE)
Mayor

Public Safety –Quality Service – Strong Communities

Original:	Clerk
	Contractor
cc:	Department
	Purchasing

REQUEST FOR LEGISLATION

TO: Mayor and City Council

FROM: Joe Meyers

DATE: February 21, 2023

SUBJECT: 220 N. Park St - Community Benefits Agreement

DESCRIPTION:
220 N. Park St - Community Benefits Agreement

SUMMARY:

Over the past year, multiple meetings have occurred regarding the CBO, site plan, and land contract for 220 N. Park, now known as Dorsey Estates. Over that time, many documents have been approved. With additional eyes on the documents during the developer closing on financing, the following changes were made: a legal description was added to the CBA, the developer's name was updated rather than including their parent company, and other small tweaks to ensure it is recordable and bring clarity to the document.

RECOMMENDED ACTION:
Staff recommends City Council amend the Community Benefits Agreement with Renovare Ypsilanti Homes LLC.

ATTACHMENTS:

A. Revised CBA

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2023-027
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The City of Ypsilanti passed a community benefits ordinance in 2018 to allow the community to negotiate benefits when an incentive is requested; and

WHEREAS, an incentive was requested in January 2022 by Renovare Ypsilanti Homes LLC; and

Whereas, the CBO Committee met five times over the past two months to negotiate community benefits with the developer; and

Whereas, a public hearing was held on June 7, 2022, on the Community Benefits Agreement; and

Whereas, an error in the unit count was found in the Community Benefits Agreement

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve the revised Community Benefits Agreement for 220 N. Park St and direct the Mayor and City Clerk to sign the agreements.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-027

220 N. Park

AMENDED AND RESTATED

COMMUNITY BENEFITS AGREEMENT

This agreement is made this ____ day of ________________, ~~2022~~2023, by and between **THE CITY OF YPSILANTI,** a Michigan municipal home rule CITY of One South Huron Street, Ypsilanti, MI, hereinafter referred to as "CITY," and **RENOVARE YPSILANTI HOMES, LLC,** a Michigan limited liability company of 13 North Washington Street, Ypsilanti, Michigan 48197, hereinafter referred to as "RENOVARE".

Common Recitals:

Whereas CITY, has an ordinance titled Community Benefits which provides for public input and a citizen commission to be formed in order to evaluate proposals for public support, and

Whereas RENOVARE has requested to purchase City Property located as 220 N. Park Street, and furthermore requested City assistance in creating and selling affordable units, using Brownfield Tax Increment Financing (TIF), to help fund the buildout of units so they may be sold for less than the build costs, and

Whereas the Ordinance also requires a Community Benefits Agreement between CITY and RENOVARE prior to CITY Council's final approval of public support, and

Whereas CITY has formed the Commission, the Commission has met five times, along with CITY Staff, as well as representative from RENOVARE and worked through a list of Benefits to the Community, of which are outlined below in this agreement, and

Whereas this agreement sets forth expectations on behalf of both the CITY and RENOVARE as to some, but not all of the legal requirements to this project, and

Whereas nothing in this agreement shall be interpreted as relaxing or obviating any other provision of CITY Code, the Building, Codes, or any related codes, and

Whereas CITY and RENOVARE entered into a Community Benefits Agreement on July 25, 2022, and this Agreement amends and completely restates that Agreement, and

Whereas CITY and RENOVARE agree that RENOVARE will provide the following benefits to the CITY of Ypsilanti:

1) RENOVARE will build residential dwelling units on the subject property commonly known as 220 N. Park St, Ypsilanti, MI 48197 (the "Project", legal description attached as Exhibit A). The number and type of units to be as follows:
    a. Cottages: 19
    b. Duplex: 14
    c. Townhouses:13

2) RENOVARE shall cause 50% the units to be deed restricted as affordable as follows:
    a. 40% AMI (Area Median Income for Washtenaw County as calculated by HUD).
        i. 4 Cottages
    b. 60% AMI
        i. 4 Cottages
        ii. 4 Duplexes
    c. 80% AMI
        i. 7 Cottages
        ii. 4 Duplexes
3) RENOVARE will cause the above units to be deed restricted, both in their master deed, as well as in each individual deed issued to buyers whereas they can only be owned as a principal residence, as defined in the Michigan General Property Tax Act (MCL 211.7). Said deed restriction shall also be in the form of a covenant in the deed (or deeds) from the City of Ypsilanti to RENOVARE or successor grantee.
4) For the first ninety days of unit sales, RENOVARE shall prioritize sales to residential renters in the City of Ypsilanti that do not otherwise own real property and first-time home buyers, if allowable by the Fair Housing Act, Sections 42 and 142(d) and of the Internal Revenue Code and local ordinances. If not allowable by law, the developer will provide targeted marketing to city residents.
5) RENOVARE shall create the Homeowners Association(s) (HOA) and
    a. Said HOA governance be as minimal as possible and not above and beyond what is outlined in City Ordinances,
    b. Said HOA shall maintain the affordable unit fees as low as possible, with a goal of the affordable units paying not more than 10% of the fees of the total HOA expenses.
6) RENOVARE shall cause the development to have:
    a. A shed/storage unit on single family and duplex units.
    b. Double paned windows
    c. Energy efficient appliances and be built using energy efficiency practices
    d. Vegetative Sound Barriers
    e. The individual homes will be approximately 1000 and 1200 square feet.
7) RENOVARE shall be required to install a bike rack, rain garden/storm water management and native landscaping.
8) RENOVARE shall allow CITY Council to take public comment on naming the streets created through the development.
9) RENOVARE, and its contractors will comply with the City's Employment Discrimination Ordinance currently located in Chapter 58 of the City Code.

CITY WILL PROVIDE:

CITY will waive the purchase price of this property.

CITY will approve a brownfield plan on the property to assist in cleaning up the contamination on the site, providing affordable units and infrastructure on the site.

TERM:

This Agreement will continue until the development is completed and the HOA is turned over to the resident-led HOA board of directors.

Notice and Opportunity to Cure.

RENOVARE, or its successors, heirs and assigns, shall not be deemed in default of this Agreement if, within thirty (30) days after the date ~~if~~ of receipt of written notice by the CITY of said default to ~~the~~ RENOVARE, ~~the~~ RENOVARE has submitted materials to the CITY, which are reasonably satisfactory to the CITY, that it has cured such default. If the default is not reasonably susceptible ~~of~~ to being cured within said thirty (30) day period, RENOVARE shall have an additional period of up to sixty (60) days to cure such default and no default shall be deemed to exist hereunder so long as ~~the~~ RENOVARE diligently and continuously prosecutes a curing of such default and shall nevertheless in any event demonstrate to the CITY's reasonable satisfaction that it has cured the default within ninety (90) days after the date of RENOVARE's receipt of the notice of default, or such longer time as may be required by any third-party whose approval is required. In event a default remains uncured beyond the cure period provided herein,

A) the CITY may assess a monetary fee not to exceed $100 per day until such default is cured; or
B) for defaults arising out of section 2 and 3 above, the CITY can revoke public benefits associated with the Project.

Interpretive Provisions.

This Agreement will inure to the benefit and constitute a binding obligation of the parties and their respective successors and assigns. This Agreement may not be assigned without the written consent of the City; provided, however, that the Agreement may be assigned to an affiliate of RENOVARE without the consent of the City.

Entire Agreement.

This Agreement constitutes the entire agreement between the City and RENOVARE with respect to Community Benefits. No change will be valid unless made by supplemental written agreement executed and approved by all of the parties and approved by the Ypsilanti City Attorney.

Notice.

Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if (a) mailed by United States Certified Mail (postage prepaid, return receipt requested), three business days after mailing, or (b) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, provided to the party at the address set forth in the introductory paragraph of this Agreement.

Recording.

Following execution of this Agreement, this Agreement shall be recorded with the Washtenaw County Register of Deeds in accordance with Section 30-512(e) of the City Code.

In the presence of:

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

_______________________________ BY: __________________________
Nicole Brown, Mayor

_______________________________ BY: ____________________________
Andrew Hellenga, City Clerk

RENOVARE YPSILANTI HOMES, LLC,
a Michigan Limited Liability Company

_______________________________ BY: _______________________________

_______________________________ BY: __________________________________

DRAFTED BY and RETURN TO:

____
JOHN M. BARR P-10475
Ypsilanti City Attorney
105 Pearl St
Ypsilanti, MI 48197

EXHIBIT A

Survey for 220 N. Park

A parcel of land being part of the NE 1/4 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as follows: Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision of part of the East 1/2 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S 00°40'00" W 314.0 feet along the East line of said Lot 60 and the West right of way line of N Grove Street (66 ft. wide) to the Point of Beginning; thence continuing along said line S 00°40'00" W 291.53 feet; thence 664.82 feet along a curve to the right having a radius of 1986.74 feet, delta 19° I 0'22", chord bears N 53°08' 10 W 661.72 feet to a point on the West line of said Lot 60 and the East right of way line of N Park Street (66 ft. wide); thence along said line N 00°40'00" E 207.11 feet; thence N 89°50'50" E 243.06 feet along the North line of said Lot 60 and the South right of way line of High Street (66 ft. wide); thence S 00°40'00" W 117.0 feet; thence S 82°44'07" E 48.71 feet; thence S 48°35'19" E 140.85feet; thence N 40°0l'36" E 5.0 feet; thence S 48°09'27" E 5.0 feet; thence S 38°16'51" E 46.05 feet; thence S 00°40'00" W 61.50 feet; thence N 89°50'50" E 100.0 feet to the Point of Beginning.

Contains 165,608 square feet or 3.802 acres of land, more or less. Subject to all easements of record, if any.

220 N. Park

AMENDED AND RESTATED

COMMUNITY BENEFITS AGREEMENT

This agreement is made this ____ day of ________________, 2023, by and between **THE CITY OF YPSILANTI,** a Michigan municipal home rule CITY of One South Huron Street, Ypsilanti, MI, hereinafter referred to as "CITY," and **RENOVARE YPSILANTI HOMES, LLC,** a Michigan limited liability company of 13 North Washington Street, Ypsilanti, Michigan 48197, hereinafter referred to as "RENOVARE".

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Whereas RENOVARE has requested to purchase City Property located as 220 N. Park Street, and furthermore requested City assistance in creating and selling affordable units, using Brownfield Tax Increment Financing (TIF), to help fund the buildout of units so they may be sold for less than the build costs, and

Whereas the Ordinance also requires a Community Benefits Agreement between CITY and RENOVARE prior to CITY Council's final approval of public support, and

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TERM:

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In the presence of:

CITY OF YPSILANTI, a Michigan
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______________________________ BY: _________________________
Nicole Brown, Mayor

______________________________ BY: ___________________________
Andrew Hellenga, City Clerk

RENOVARE YPSILANTI HOMES, LLC,
a Michigan Limited Liability Company

______________________________ BY: ______________________________

______________________________ BY: _________________________________

DRAFTED BY and RETURN TO:

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Barr, Anhut & Associates, P.C.
ATTORNEYS AT LAW

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Ypsilanti, MI 48197
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www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr

Jesse O'Jack ~ Of Counsel
Jennifer A. Merritt~ Legal Assistant

MEMORANDUM

To: Hon. Mayor and Ypsilanti City Council
From: John M. Barr, Ypsilanti City Attorney
Date: February 9, 2023
Re: Complaint to Council

The City Manager has filed a complaint with City Council against a sitting Councilmember. This memo will outline procedure.

The City Charter gives City Council power to hear complaints against Councilmembers.

2.06. Judge of qualifications.

The City Council shall be the judge of the election and qualifications of its Members and of the grounds for forfeiture of their office. The Council shall have the power to set additional standards of conduct for its Members beyond those specified in the Charter and may provide for such penalties as it deems appropriate, including forfeiture of office. In order to exercise these powers, the Council shall have power to subpoena witnesses, administer oaths and require the production of evidence. A Member charged with conduct constituting ground for forfeiture of office shall be entitled to a public hearing on demand, and notice of such hearing shall be published at least one week in advance of the hearing. Decisions made by the Council under this Section may be subject to judicial review.

(Res. No. 2014-185, 8-7-2014)

State law reference(s)—Mandatory that Charter prescribe qualifications of officers, MCL 117.3(d); standards of conduct and ethics, MCL 15.341 et seq.

2.07. Investigations.

The City Council may make investigations into the affairs of the City and the conduct of any City department, office, or agency and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. Failure or refusal to obey a lawful order issued in the exercise of these powers by the Council shall be a misdemeanor punishable by a fine as provided by State law or local ordinance.

Barr,
Anhut &
Associates, P.C.
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr

Jesse O'Jack ~ Of Counsel
Jennifer A. Merritt~ Legal Assistant

Council should consider the matter and determine if the respondent admits or denies the charge. If admitted, Council should determine what action, if any, is appropriate. If denied, the matter should be set on for a hearing and decision. The complaint alleges violation of the Open Meetings Act and Council Resolution.

The charged Councilmember has the right to a copy of the complaint, notice of the hearing, opportunity for defense and private counsel if desired.

At the hearing both parties should be allowed to present their case. Complainant presents first, respondent second.

Council determines:

1. If the Councilmember is responsible or not responsible as charged in the complaint.

2. If respondent is found responsible, Council determines if there is to be a penalty.

3. Possible penalties include:

   a. reprimand (a rebuke, especially an official one.)
   b. censure (express severe disapproval especially in a formal statement.)
   c. removal from office

Resolution No. 2023-028
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS **the adoption of guidelines for poverty exemptions is required of the City Council; and**

WHEREAS **the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and**

WHEREAS, **pursuant to PA 390 of 1994, the City of Ypsilanti, Washtenaw County adopts the following guidelines for the Board of Review to implement.**

The Board of Review shall use the following guidelines to determine if a property owner qualifies for a poverty exemption from property taxes:

Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.

Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.

All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.

Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

The poverty threshold for eligibility for a poverty exemption is a figure which is equal to the U.S. Department of HUD State of Michigan for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of persons within the household.

All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.

#Resolution No. 2023-028

a. **Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year.**

   A completed signed copy of each of the following should be submitted:

   - **The most recent Michigan Homestead Property Tax Credit (MI 1040 CR).**
   - **The most recent Federal Income Tax Return (1040),if you are required to file federal income tax.**
   - **The most recent Federal Income Tax Return (1040) for all other occupants of your home.**

b. **If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.**

c. **The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.**

d. **Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.**

e. **The most recent mortgage statement of the primary residence under review, including any reverse mortgages.**

f. **If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.**

g. **Complete and submit a Poverty Exemption Asset Test form and meet the maximum asset eligibility test as follows: Assets other than the taxpayers' primary residence, standard mode of transportation and usual household goods valued at more than $25,000 will be considered and added to the household income to determine eligibility.**

h. **A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.**

i. **Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.**
j. **Jewelry, antiques, artwork, equipment, and other personal property of value.**

k. **Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.**

l. **Withdrawals of bank accounts and borrowed money.**
m. **Gifts, loans, lump-sum inheritances, and one-time insurance payments.**

#Resolution No. 2023-028

n. **Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.**

o. **Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.**

p. **The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)**

q. **The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.**

r. **Applicants that meet the income and asset qualifications will have the taxable value reduced by 25%, 50% or 100% for the current year.**

s. **Poverty exemptions shall be granted for one year only. The property owner must apply every year to receive an exemption.**

Number In House Hold	Home Income Limits
1	$ 20,000
2	$ 20,000
3	$ 23,030
4	$ 27,750
5	$ 32,470
6	$ 37,190
7	$ 41,910
8	$ 46,630
For each additional person	$ 4,720

The City of Ypsilanti Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

NOW, THEREFORE, BE IT RESOLVED **that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption and that City Council approve this resolution replacing Resolution 2023-013.**

OFFERED BY:____

SECONDED BY: ____

#Resolution No. 2023-028

YES:	NO:	ABSENT:	VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-028

City of Ypsilanti Michigan
Property Tax Reduction Application Instructions
Per MCL 211.7u as Amended and STC Guidelines

GUIDELINES AND INSTRUCTIONS FOR POVERTY EXEMPTION – 2023

- If granted an exemption, it is for the *current year only*. If your situation warrants an exemption in years following, a new application must be submitted for review. The Poverty exemption is meant to be a temporary form of assistance.
- Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. *Board of Review dates are posted annually and may also be found at www.cityofypsilanti.com or by calling (734) 483-7117*. This application can be made by mail, if received one day prior to the last session of the Board of Review.
- The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
- Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

Required Documentation to be Attached to Poverty Exemption Application

- Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
- The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
- Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
- The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
- If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.

Common Reasons for Denial of Poverty Exemption Application

Below are common reasons (but not an exhaustive list) of why a claim for Poverty Exemption is denied:

- Failure to fill out all areas of the application, including "N/A" in areas not applicable to the applicant or signing the application.
- Failure to include State and Federal Income taxes or property tax credit returns for current or one preceding year for all persons residing in the home. ***Please note that the property tax credit returns are required to be filed with this application. Property tax credit returns (such as Michigan 1040CR) can still be filed with the State of Michigan even if the applicant does not file income taxes.***
- Failure to include complete banking/investment account and mortgage statements for all persons residing in the home. All pages must be submitted.

According to the US Census Bureau, "income" includes:
- Money, wages, and salaries before any deductions
- Net receipts from non-farm self-employment. (These are receipts from a person's own business, professional enterprise, or partnership, after deductions for business expenses.)
- Net receipts from farm self-employment. (The same provisions as above for self-employment.)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments and public assistance.
- Alimony, child support, and military family allotments.
- Private pensions, governmental pensions, and regular insurance or annuity payments.
- College or university scholarships, grants, fellowships, and assistantships.
- Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

ASSET LEVEL GUIDELINES FOR POVERTY EXEMPTION

The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:
- A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
- Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
- Jewelry, antiques, artwork, equipment, and other personal property of value.
- Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
- Withdrawals of bank accounts and borrowed money.
- Gifts, loans, lump-sum inheritances, and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
- The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)
- The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.

Maximum total allowed liquid assets, specifically amounts in banking/investment accounts may not exceed the amount of $25,000. See above for what is considered an asset.

Number In House Hold	Home Income Limits
1	$ 20,000
2	$ 20,000
3	$ 23,030
4	$ 27,750
5	$ 32,470
6	$ 37,190
7	$ 41,910
8	$ 46,630
For each additional person	$ 4,720

For Board of Review Use Only - Do Not Write Below This Line

Staff - Initial next to all requirements as it relates to the application/applicant.

Does the applicant appear as taxpayer of record of property in question?	Yes ______	No ______
If not, has documentation proving ownership been provided?	Yes ______	No ______
Are all areas on the application complete with either an answer or "N/A"?	Yes ______	No ______
Are all pages of the guidelines/application included with the applicants submission?	Yes ______	No ______
Does the applicant reside at the property in question?	Yes ______	No ______
Are copies of the Federal and State income tax returns and property tax credits forms for the current of preceding year attached for all persons residing in the household?	Yes ______	No ______
If not, is the affidavit stating the person is not required to file income taxes completed?	Yes ______	No ______
If home was purchased within in past 2 years of date of this application, is closing statements provided?	Yes ______	No ______
Is a copy of the most current mortgage statement, including a reverse mortgage if applicable, attached?	Yes ______	No ______
Are copies of the most recent bank/investment statements for all residing in the household attached with all pages included?	Yes ______	No ______

a.	**Taxable value on roll**	$ ______________
b.	**Number of people in household**	______________
c.	**Total household income from information provided**	$ ______________
d.	**Income limit based on number of people in household as established by guidelines**	$ ______________
e.	**Total assets of household**	$ ______________
f.	**Does applicant meet all asset and income guidelines as established?**	☐ YES ☐ NO — If no, reason must be provided by the Board of Review below.
g.	**If yes, multiply line "a" by 50% (0.50)**	$ ______________

________ Appeal Denied

____ 1. Does not qualify based on guidelines
____ 2. Application not complete, missing information
____ 3. Did not furnish proper documentation
____ 4. Other: ______________________________

____

________ Reduction Granted

Taxable Value
As on Roll $ __________
Revised $ __________

Initials of Board Members:

Date: ______________

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION — Petitioner must list all required personal information.

Petitioner's Name			Daytime Phone Number
Age of Petitioner	Marital Status	Age of Spouse	Number of Legal Dependents
Property Address of Principal Residence	City	State	ZIP Code
☐ Check if applied for Homestead Property Tax Credit	Amount of Homestead Property Tax Credit		

PART 2: REAL ESTATE INFORMATION

List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.

Property Parcel Code Number	Name of Mortgage Company	
Unpaid Balance Owed on Principal Residence	Monthly Payment	Length of Time at this Residence
Property Description		

PART 3: ADDITIONAL PROPERTY INFORMATION

List information related to any other property owned by you or any member residing in the household.

☐ Check if you own, or are buying, other property. If checked, complete the information below.

Amount of Income Earned from other Property

1	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid
2	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid

Continue on Page 2

PART 4: EMPLOYMENT INFORMATION — List your current employment information.

Name of Employer			
Address of Employer	City	State	ZIP Code
Contact Person	Employer Telephone Number		

PART 5: INCOME SOURCES

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION

List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 7: LIFE INSURANCE — List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

PART 8: MOTOR VEHICLE INFORMATION

All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

Continue on Page 3

PART 9: HOUSEHOLD OCCUPANTS — List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	$ Contribution to Family Income

PART 10: PERSONAL DEBT — List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION

The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance

Garbage	Daycare	Car Expense (gas, repair, etc.)
Other (type and amount)	Other (type and amount)	Other (type and amount)
Other (type and amount)	Other (type and amount)	Other (type and amount)

Continue and sign on Page 4

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 11: POLICY AND GUIDELINES ACKNOWLEDGMENT

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 12: CERTIFICATION

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date

This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
PO Box 30232
Lansing MI 48909

Phone: 517-335-9760
E-mail: **taxtrib@michigan.gov**

POVERTY EXEMPTION ASSET TEST INFORMATION:

DO YOU HAVE ANY OWNERSHIP INTEREST IN ANY OTHER REAL ESTATE? ( ) YES ( ) NO

ADDRESS: ____

(Additional Information May be Requested by the Board for Other Real Estate.)

LIST THE CURRENT VALUE FOR EACH ASSET:

CASH:	$
CHECKING ACCOUNTS:	$
SAVINGS ACCOUNTS:	$
CERTIFICATES OF DEPOSIT:	$
MONEY MARKET ACCOUNTS:	$
STOCKS:	$
BONDS:	$
TREASURY BILLS:	$
INSURANCE w/ CASH VALUE:	$
MUTUAL FUND ACCOUNTS:	$
IRA ACCOUNTS:	$
KEOGH ANNUITIES:	$
DEFERRED COMPENSATION:	$
JEWELRY and/or GEMS:	$
RARE COINS:	$
ANTIQUE CARS:	$
ANY OTHER COLLECTION:	$
ANY OTHER ASSET:	$

LIST THE CURRENT VALUE FOR ALL HOUSEHOLD VEHICLES:
(This includes Cars, Trucks, Trailers,Tractors & Boats)

MAKE:				
MODEL:				
YEAR:				
LEASED OR OWNED:				
MONTHLY PAYMENT:				

I DECLARE THAT ALL OF THE INFORMATION SUBMITTED WITHIN THIS ASSET TEST IS TRUE TO THE BEST OF MY KNOWLEDGE.

APPLICANT SIGNATURE: ______________________________ **DATE** ____________________

Michigan Department of Treasury
5739 (01-21)

Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty

This form is issued under the authority of Public Act 253 of 2020.

This form is to be used to affirm ownership, occupancy, and income status. MCL 211.7u(2) provides that, to be eligible for exemption under this section, a person shall, subject to subsection (6) and (8), annually affirm that the applicant owns and occupies, as a principal residence, the property for which an exemption is requested.

PART 1: OWNER INFORMATION — Enter information for the person owning and occupying the residence.

Owner Name			Owner Telephone Number
Mailing Address	City	State	ZIP Code

PART 2: LEGAL DESIGNEE INFORMATION (Complete if applicable.)

Legal Designee Name			Daytime Telephone Number
Mailing Address	City	State	ZIP Code

PART 3: HOMESTEAD PROPERTY INFORMATION — Enter information for property in which the exemption is being claimed.

City or Township (check the appropriate box and enter name) ☐ City ☐ Township ☐ Village		County	
Name of Local School District			
Parcel Identification Number	Year(s) Exemption Previously Granted by Board of Review		
Homestead Property Address	City	State	ZIP Code

PART 4: AFFIRMATION OF OWNERSHIP, OCCUPANCY, AND INCOME STATUS (Check all boxes that apply.)

☐ I own the property in which the exemption is being claimed.

☐ The property in which the exemption is being claimed is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home.

☐ After establishing initial eligibility for the exemption, my income and asset status has remained unchanged and/or I receive a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits.

PART 5: CERTIFICATION

I hereby certify to the best of my knowledge that the information provided on this form is true and I am eligible to receive an exemption from property taxes by reason of poverty pursuant to Michigan Compiled Law, Section 211.7u.

Owner or Legal Designee Name (print)	Signature of Owner or Legal Designee	Date

Designee must attach a letter of authority.

LOCAL GOVERNMENT USE ONLY (DO NOT WRITE BELOW THIS LINE)

☐ Approved ☐ Denied (Attach appeal instructions and provide to owner.)	Tax Year(s) exemption will be posted to tax roll

CERTIFICATION — I certify that, to the best of my knowledge, the information contained in this form is complete and accurate.

Assessor Signature	Date Certified by Assessor

Michigan Department of Treasury
4988 (05-12)

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, ____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: ____

____

____ ______________________

Signature of Person Making Affidavit Date

5102 (Rev. 01-19)

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

Bulletin 3 of 2021
February 9, 2021
MCL 211.7u Poverty Exemption

TO: Assessors and Equalization Directors

FROM: Michigan State Tax Commission

SUBJECT: MCL 211.7u Poverty Exemption

Bulletin 6 of 2017 is rescinded.

MCL 211.7u provides for a property tax exemption, in whole or part, for the principal residence of persons who, by reason of poverty, are unable to contribute to the public charges. For purposes of the poverty exemption "principal residence" means how principal residence exemption and qualified agricultural property are defined in MCL 211.7dd. The exemption does not apply to property of a corporation. This Bulletin includes updates made to MCL 211.7u by Public Act 253 of 2020.

Local Unit Responsibilities

MCL 211.7u requires local units to adopt guidelines that must include the specific income and asset levels of the applicant and the total household income and assets. If the local unit maintains a website, the local unit is required under the statute to make the policy, guidelines, and the poverty application (Form 5737) available to the public on the local unit's website. Additional items that the local unit should make available include the statutorily required Form 5739 (which must be filed by the applicant with Form 5737) and Form 4988, *Poverty Exemption Affidavit* (used by applicants who are not required to file federal and state income tax returns).

Income Test

Local units must adopt guidelines which specify the total household income which will be used to approve or deny poverty exemptions. The adopted income levels shall not be set lower than the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services. For reference, the federal poverty guidelines to be used are published annually by the State Tax Commission.

According to the United States Census Bureau "income" includes, but is not limited to:

- Money, wages, salaries before deductions, regular contributions from persons not living in the residence
- Net receipts from non-farm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions)

P.O. BOX 30471 • LANSING, MICHIGAN 48909
www.michigan.gov/statetaxcommission • 517-335-3429

- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments, public assistance, supplemental security income (SSI)
- Alimony, child support, military family allotments
- Private and governmental retirement and disability pensions, regular insurance, annuity payments
- College or university scholarships, grants, fellowships, assistantships
- Dividends, interest, and net income from rentals, royalties, estates, trusts, gambling or lottery winnings

The Michigan homestead property tax credit **cannot** be considered as income for purposes of the poverty exemption. (*Ferrero v Walton Twp, Court of Appeals No. 302221).*

Asset Test

The local unit guidelines must include an asset test. This asset test must clearly state the maximum value of all assets allowable to be eligible for the poverty exemption. This means that the guidelines must state a total dollar amount and the value of all assets cannot exceed that total dollar amount.

The purpose of an asset test is to determine the resources available: cash, fixed assets or other property that could be converted to cash and used to pay property taxes in the year the poverty exemption is filed. The local unit asset test **cannot** include the value of the principal residence (*Robert Taylor v Sherman Twp, MTT Docket No. 236230*).

The local unit should require that applicants provide a list of all assets when applying for a poverty exemption. The State Tax Commission is providing the following list of assets that may be included in the local unit asset test (this is not an exhaustive list and is provided as examples of what may be considered as assets):

- A second home, land, vehicles
- Recreational vehicles such as campers, motor-homes, boats and ATV's
- Buildings other than the residence
- Jewelry, antiques, artworks
- Equipment, other personal property of value
- Bank accounts (over a specified amount), stocks
- Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property)
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms
- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches

The local unit policy may provide for an applicant to own possessions in addition to the principal residence and still receive a poverty exemption. Examples may include, but are not limited to:

- Additional vehicles
- More land than a minimum "footprint" for the home

- Equipment or other personal property of value, including recreational vehicles (campers, motor homes, boats, ATV's etc.)
- Bank account(s) (a maximum amount should be specified)

Full or Partial Poverty Exemptions

PA 253 of 2020 made changes related to granting full or partial poverty exemptions. MCL 211.7u(5) states that if a person claiming the poverty exemption meets all eligibility requirements, the Board of Review shall grant the poverty exemption, in whole or in part, as follows:

1. A full exemption equal to a 100% reduction in taxable value for the year in which the exemption is granted; or
2. A partial exemption equal to a 50% reduction in taxable value for the year in which the exemption is granted; or
3. A partial exemption equal to a 25% reduction in taxable value for the year in which the exemption is granted.

No other method of calculating taxable value may be utilized, except for those percentage reductions specifically authorized in statute, or any other percentage reduction approved by the State Tax Commission. Local assessing units wishing to use any other percentage reduction than what is stated in MCL 211.7u(5) must obtain permission for use of such percentage reduction(s) by filing Form 5738, *Request For Approval of Percentage Reduction in Taxable Value For Poverty Exemptions Under MCL 211.7u* with the State Tax Commission. The State Tax Commission has adopted a Policy Regarding Requests For Percentage Reductions In Taxable Value For Poverty Exemptions Under MCL 211.7u that details how these requests will be processed. The policy and Form 5738 are available on the State Tax Commission's website at https://www.michigan.gov/statetaxcommission.

The State Tax Commission recommends that local assessing units include within their guidelines language and criteria for granting partial exemptions and/or minimum or maximum exemptions.

Extension Of Poverty Exemptions

PA 253 of 2020 adds two provisions in which the local assessing unit can adopt a resolution that would allow a taxpayer to continue to receive a poverty exemption without having to file a new Form 5737 and other required documents each year. Local units **must** adopt resolutions to utilize these provisions and the requirements in the statute must be met.

MCL 211.7u(6): Extension For Those Persons Receiving A Fixed Income From Public Assistance

Local units can adopt a resolution that allows an exemption granted in 2019 or 2020 to carry forward to 2021, 2022 and 2023 for those persons who receive a fixed income solely from public assistance that is not subject to significant annual increases (Federal Supplemental Security Income, Social Security disability or retirement benefits).

Local units can also adopt a resolution for any new exemptions in 2021, 2022 or 2023 to remain exempt for up to 3 years for persons who receive a fixed income solely from public assistance that is not subject to significant annual increases.
A person that receives an extended exemption under MCL 211.7u(6) must file an affidavit rescinding the exemption with the local assessing unit within 45 days after: 1) ceasing to own and occupy the

property as a principal residence; or 2) a change in household assets or income that defeats eligibility for the poverty exemption. If the person fails to file the required rescission and the property is later determined to be ineligible for the exemption, the person is subject to repayment of any additional taxes with interest as provided in MCL 211.7u(6)(b).

MCL 211.7u(8): Extension Applicable to the 2021 Tax Year Only

If the assessor determines that a person is still eligible for the poverty exemption in 2021 and the person received a poverty exemption for the property in tax year 2019 or 2020, or both, local assessing units can carry the poverty exemption forward for the 2021 tax year, without an application or protest to the Board of Review in 2021. **Local units must adopt a resolution by February 15, 2021 to carry the exemption forward.** If an exemption is carried forward to 2021 no Form 5737 or other documentation is required from the taxpayer and they do not have to protest to a Board of Review. However, the statute provides that the local assessing unit *may* require that the person affirm ownership, poverty, and occupancy status in writing by filing Form 5739.

Local Unit Audit Program Requirement

Local units that adopt a resolution to extend the poverty exemption under MCL 211.7u(6) for up to 3 years for those persons who receive a fixed income solely from public assistance or local units that carry the 2019 and 2020 granted poverty exemptions forward to 2021 under MCL 211.7u(8) must implement an audit program. If found ineligible, the taxpayer is subject to repayment of the taxes plus interest as provided in MCL 211.7u(6)(b). The State Tax Commission's guidance on the required local unit audit program will be published in a separate bulletin.

How To Apply For The Poverty Exemption

To request a poverty exemption, a taxpayer must file:

1. Form 5737 *Application for MCL 211.7u Poverty Exemption*
2. Form 5739 *Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty*
3. All required additional documentation (such as federal/state income tax returns)

Forms 5737 and 5739, along with any additional documentation, must be filed with the local assessing unit where the property is located. **Do not file these forms with the Department of Treasury or the State Tax Commission.** The forms may be submitted to the local assessing unit on or after January 1 but before the day prior to the last day of the December Board of Review during the year in which the exemption is requested.

Taxpayers should contact the local assessing unit directly to verify deadline dates for submission of the forms to ensure the application gets reviewed by a Board of Review during that calendar year.

In addition to filing Forms 5737 and 5739 and any supporting documentation, a taxpayer must do all the following to be eligible for the poverty exemption:

1. Own and occupy the property as a principal residence.
2. Provide federal and state income tax returns for the current or immediately preceding year, including any property tax credits, for all persons **residing in the principal residence** (disclosure of the income of an owner who is not residing in the principal residence is not

required). Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, *Poverty Exemption Affidavit* may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year.

3. Produce a valid driver license or other form of identification, if requested.

4. Produce a deed, land contract, or other evidence of ownership of the property, if requested.

5. Meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services **or** alternative guidelines adopted by the local assessing unit. The alternative guidelines cannot provide income eligibility requirements less than the federal guidelines.

6. Meet the asset level test adopted by the local assessing unit.

Board of Review Responsibilities

The Board of Review shall approve or deny the request for the poverty exemption. The Board of Review is required to follow the policy and guidelines adopted by the local assessing unit in granting or denying a poverty exemption. The Board of Review is not permitted to deviate from the adopted policy and guidelines.

Poverty exemption applications can be heard at the March, July, or December Board of Review. However, there can only be **one** Board of Review decision for a specific calendar year; a subsequent Board of Review cannot reconsider a decision already made that year. For example: if an application is denied at the March Board of Review, it may not be reheard by the July or December Board of Review during the same calendar year. The taxpayer must file an appeal of the March Board of Review decision to the Michigan Tax Tribunal.

As a reminder, a person who files a claim for the poverty exemption is not prohibited from also appealing the assessment on the same property in the same year.

Appeal Rights

An appeal of a decision of the March Board of Review is made by completing and submitting a petition to the Michigan Tax Tribunal no later than July 31 of the same year. A decision of the July or December Board of Review may be appealed by completing and submitting a petition to the Michigan Tax Tribunal within 35 days of the July or December Board of Review's decision. More information on how to file an appeal is available by contacting the Michigan Tax Tribunal. Information can also be viewed on the Michigan Tax Tribunal's website at https://www.michigan.gov/taxtribunal.

Resolution No. 2023-029
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, unions increase wages, benefits, safety, and protections for all workers, but especially women, people of color, immigrants, and the LGBTQ community in areas where our non-discrimination laws continue to fall short; and

WHEREAS, in 1961, Reverend Dr. Martin Luther King, Jr. stated that the purpose of "false slogans such as 'Right to Work'" is to "destroy labor unions and the freedom of collective bargaining by which unions have improved wages and working conditions of everyone;" and

WHEREAS, in 2012, the Michigan Legislature enacted anti-worker, anti-union "Right to Work" without holding a single public hearing and with the aim of crippling the ability of unions to fairly represent all members of a collective bargaining unit; and

WHEREAS, dozens of other anti-worker laws passed during the Engler and Snyder administrations have made it even harder for working people to make a living and be safe at work; and

WHEREAS, the Snyder administration's systematic erosion of collective bargaining rights for teachers, first responders, and public-sector employees has made it even more challenging for governments to attract and retain new talent and for workers to provide for their families; and

WHEREAS, there has been no evidence in the past decade that the enactment of these laws has improved wages or working conditions for Michigan workers; and

WHEREAS, the COVID-19 pandemic, in particular, has made paramount the failings of workplace safety standards and inadequate protections for workers on the job, and the importance placed on public health and workplace safety; and

NOW, THEREFORE, BE IT RESOLVED, that this body affirms its support for workers and their right to organize and, in expressing those values, urges the legislature to Restore Worker Freedom; and
BE IT FURTHER RESOLVED, that the City of Ypsilanti joins with millions of Michigan workers and urges the Michigan Legislature to immediately repeal PA 348 of 2012 and PA 349 of 2012;

#Resolution No. 2023-029

BE IT FINALLY RESOLVED, that the City Council, or the City of Ypsilanti, directs the City Clerk to forward copies of this resolution to The Michigan state legislative delegation and Governor Whitmer

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-029

REQUEST FOR LEGISLATION

TO: Mayor and City Council

FROM: Bonnie Wessler

DATE: February 21, 2023

SUBJECT: Road Capital Preventative Maintenance/Cracksealing – Contract Award

DESCRIPTION:
Road Capital Preventative Maintenance/Cracksealing – Contract Award

SUMMARY:

In an effort to maintain the roadways within the community, the City is developing a capital preventative maintenance plan. As the first step in developing and executing this plan, we have identified cracksealing as the first and easiest step to take. With this first contract we will be addressing local roads largely in DPS Area 4 (Thursday's trash/recycling pickup route), the south-east area of the City.

A sealed bid for the project was received at 11am on February 10, 2023, in the City of Ypsilanti Council Chambers. The five bids from responsive bidders ranged from $70,200 to $382,200 and the lowest responsive bidder was Wolverine Sealcoating LLC in the amount of $70,200. The originally budgeted amount for this project was $150,000 from the Local Streets Fund (202-7-9072-818-00)

The City's engineering consultant has reviewed the bids, and are recommending Wolverine Sealcoating to be awarded the bid.

RECOMMENDED ACTION:
Based on the recommendation from the engineering consultant, staff recommends City Council award the 2023 Pavement Preventative Maintenance contract to Wolverine Sealcoating for the bid amount of $70,200, subject to the review by the City Attorney.

ATTACHMENTS:
Engineer Recommendation Letter;
Bid Tabulation;

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2023-030
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding has been programmed in the local streets fund for pavement preventative maintenance in the City of Ypsilanti; and,

WHEREAS, the City of Ypsilanti has solicited sealed bids for the project; and,

WHEREAS, Wolverine Sealcoating is the lowest qualified bidder and is being recommended by the City's engineering consultant for this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti awards the 2023 Pavement Preventative Maintenance contract to Wolverine Sealcoating for the bid amount of $70,200.

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review by the City Attorney, and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work up to the originally budgeted amount.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-030

ARCHITECTS. ENGINEERS. PLANNERS.

February 13, 2023

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

Attention: Bonnie Wessler, AICP
Director of Public Services
City of Ypsilanti

Regarding: Recommendation of Award
2023 Pavement Preventative Maintenance by Crack Sealing

Dear Ms. Wessler:

Seven sealed bids for the 2023 Pavement Preventative Maintenance were received and publicly read aloud at 11:00 am on Friday, February 10, 2023, in the City of Ypsilanti Council Chambers. Only five (5) of the seven (7) bids submitted were considered responsive bidders. The five (5) responsive bids ranged from $70,200.00 to $382,200.00. The detailed bid tabulation is attached.

Wolverine Sealcoating, LLC is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It appears Wolverine Sealcoating, LLC is capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. Based on the submitted information, it is recommended that the City of Ypsilanti, 2023 Pavement Preventative Maintenance contract be awarded to Wolverine Sealcoating, LLC for the bid amount of $70,200.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
OHM Advisors

[redacted]

Rachel Jackson, P.E.

CC: Frances McMullan, City Manager
Kent Early, OHM Advisors

P:\0000_0100\0094220070_2023_Pavt_Preventative_Maint_Civil\Bidding\2023 Pavt Preventative Maintenance Bid Award Letter.docx\

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

Tabulation of Bids Received on February 10, 2023 @ 11am
2023 Pavement Preventative Maintenance
City of Ypsilanti, Washtenaw County, State of Michigan
OHM Job No.: 0094-22-0070

Item No.	Description	Estimated Quantity		Wolverine Sealcoating LLC 3235 County Farm Road Jackson, MI 49201 Phone: 517-962-4261 Unit Price	Amount	Asphalt Resotration Inc. 7968 W G Ave Kalamazoo, MI 49009 Phone: 269-207-2251 Unit Price	Amount	CB Asphalt Maintenance, LLC 36506 Sibley Road New Boston, MI 48164 Phone: 734-341-0438 Unit Price	Amount	Michign Joint Sealing Inc. 28830 W 8 Mile Rd, Ste 103 Farmington Hills, MI 48336 Phone: 248-476-4120 Unit Price	Amount	SJR Pavement Repair, Inc. 22120 Ryan Road Warren, MI 48091 Phone: 586-755-3211 Unit Price	Amount
1)	Overband Crack Fill	60,000	lbs	$1.17	$70,200.00	$1.50	$90,000.00	$2.49	$149,400.00	$2.88	$172,800.00	$6.37	$382,200.00
	TOTAL BID AMOUNT:				$70,200.00		$90,000.00		$149,400.00		$172,800.00		$382,200.00

Clarifications
1. Fahrner Asphalt Sealers, LLC did not acknowledge Addendum No. 1 and is therefore a non-responsive bidder.
2. Scodeller Construction Inc. did not acknowledge Addendum No. 1 and is therefore a non-responsive bidder.

REQUEST FOR LEGISLATION

TO:	Mayor and City Council
FROM:	Christopher Jacobs
DATE:	February 21, 2023
SUBJECT:	Avalon PILOT Request for 206/210 N Washington St

DESCRIPTION:
Avalon PILOT Request for 206/210 N Washington St

SUMMARY:

In 2019, the City of Ypsilanti purchased 206/210 N Washington using its Right of First Refusal from the County Treasurer and shortly thereafter we released an RFP aimed at redeveloping the property. In September 2020, City Council accepted a proposal from Avalon Housing for redevelopment as affordable housing. A purchase agreement for $100,000 was signed and extended to allow for due diligence and over this period Avalon has identified the property to be unsalvageable due to extensive fire damage. Consequently, Avalon has submitted a proposal for the demolition of the existing building to the Historic District Commission and a proposal for the new construction to Planning Commission. Both commissions viewed the project favorably and granted the necessary approvals with conditions.

On February 2, 2023, Avalon made a formal request for a Payment in Lieu of Taxes (PILOT) and provided the necessary information to have the request considered. The requested PILOT is 4% of total shelter rents. Shelter rents proposed are $750 at 22 units for a total of $198,000. If approved, the City would receive $7,920 annually, assuming an emergency services agreement is also executed similarly to 845/945 Clark Rd. If such an agreement was not executed, the City would only receive a portion of that $7,920 annual payment.

The affordability of these units varies. 8 of these units will be supportive housing units, targeted to households with incomes at or below 30% AMI and will have project-based vouchers to assure affordability for extremely low-income households. The other 14 units will be target to households with incomes at or below 50% or 60% AMI. A proforma from Avalon was provided with the request and included with this RFL for your review. Additionally, Avalon is seeking MSHDA financing by April 3rd and states approval of a local PILOT strengthens the application.

Working with the City Assessor, staff estimated the annual tax to be $55,615 without a PILOT. The PILOT is requested for a duration of 50 years, which makes the total value of the incentive $2,384,750 (2,780,750 – 396,000). The Community Benefits Ordinance No. 1325 became effective on October 11, 2018 and expired on October 11, 2021 per Sec. 30-549, which reads:

"This Article shall be revisited and reviewed by City Council after adoption. If not renewed by City Council, this Article shall terminate three years after adoption and shall not be enforceable."

Following the culmination of two projects under the Community Benefits Ordinance, City Council is due a report on how each of the approved developments fared during this novel process and should have an opportunity to revisit the ordinance or expressly allow for its termination. The timing of this incentive request combined with the expired community benefits ordinance prevents staff from advising Avalon on what process follows next. City Council is receiving this information to decide about what process Avalon should follow to consider its PILOT request.

Staff proposes a work session at an upcoming meeting to decide the long-term future of the expired Community Benefits Ordinance which could not take effect until the required noticing, two readings, and 30 days after adoption. This puts any changes City Council makes to the ordinance outside of a timeline Avalon needs for a MSHDA application in April. In total, updating the Community Benefits ordinance would require two to three months until it could apply to this request.

Given the emphasis on housing affordability expressed by both community benefits committees last year and the deep affordability offered by this proposed development, City Council may choose to forgo the expired ordinance to hear the PILOT request directed instead of convening a committee. The question is a simple one: does City Council wish to potentially forgo $48,000 annually for the next 50 years to provide 8 units at 30% AMI or less and 14 units at 60% or less? Another way to think of it is that the City will subsidize each unit by $2,168 each year if approved. If that's an easy question then a Community Benefits process may not be necessary, but if it's a difficult one then City Council may wish to convene a committee designed to negotiate with the developer.

ATTACHMENTS:
Avalon Housing Proforma

CITY MANAGER APPROVAL: ___________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: _______________________

FISCAL SERVICES DIRECTOR APPROVAL: ______________________________________

Resolution No. 2023-031
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Avalon Housing has submitted a 4% PILOT Request for the next 50 years to redevelop 206/210 N Washington St for affordable housing; and

WHEREAS, the City of Ypsilanti Community Benefits Ordinance No. 1325 would regulate that request if not already expired; and

WHEREAS, Avalon has proposed 8 units of affordable housing at 30% AMI or less and 14 units at 60% or less for a total of 22 units; and

WHEREAS, City Council can choose to ask Avalon to follow the expired Community Benefits Ordinance or hear the incentive request on its own without convening a committee to negotiate with the developers; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council agrees to hear this PILOT Request without convening a community benefits committee intended to negotiate with the developer

Or

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves requesting the developer to follow the Community Benefits Ordinance No. 1325 and convening a community benefits committee to negotiate with the developer.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-031

AVALON
HOUSING

To: Joe Meyers, Director of Economic Development

From: Wendy Carty-Saxon & Michael Appel, Avalon Housing

Re: 206/210 N. Washington St. redevelopment

Date: February 2, 2023

We are writing this memo to request that you begin the process of City consideration for providing our 206/210 N. Washington St. redevelopment project a PILOT.

We are proposing the new construction of a 22-unit supportive housing development with 1-bedroom apartments and common space for tenants, property management and services. This will include demolition of the existing, blighted residential structure and preservation of the two historic outbuildings. We currently anticipate that 8 of these units will be supportive housing units, will be targeted to households with incomes at or below 30% AMI, and will have project-based vouchers to assure affordability for extremely low-income households. The other 14 units will be targeted to households with incomes at or below 50% or 60% AMI, with rents projected at $750/month.

We have attached our proposed proforma.

Our development is currently moving through the City's entitlement process with consideration at the Historic District Commission for demolition approval and at the Planning Commission for site plan approval later this month.

We anticipate applying for critical MSHDA financing in the coming months, either the 9% LIHTC round on April 3, or the MSHDA HOME-ARP round likely due shortly thereafter. For these applications, approval of a local PILOT strengthens the application.

We understand that this PILOT request will also provide for the commencement of the Community Benefits Ordinance process. We look forward to working with you on this.

1327 Jones Drive, Suite 102 ∷ Ann Arbor, MI 48105 ∷ 734.663.5858 ∷ **avalonhousing.org**

PROJECT PROFORMA - 206, 210 N. Washington

TOTAL NUMBER OF UNITS	22
Efficiency	0
One-bedroom	22

DEVELOPMENT BUDGET		TOTAL COST	PER UNIT COST
Acquisition			
Land and building	$	105,000	$4,773
TOTAL ACQUISITION COSTS	$	105,000	$4,773
II. New Construction Costs			
New construction & rehab cost (estimated)	$	4,992,871	$226,949
GRPO		$710,808	$32,309
New construction contingency (10%)	$	570,368	$25,926
TOTAL CONSTRUCTION COSTS:	$	6,274,047	$285,184
III. Soft Costs			
Survey/Engineering	$	50,000	$2,273
Appraisal	$	6,000	$273
Environmental	$	40,000	$1,818
Architectural fees	$	150,000	$6,818
City Site Plan Fees	$	7,500	$341
Market study	$	6,500	$295
Developer Fee (15%)	$	1,100,000	$50,000
Commitment Fees	$	-	$0
Cost Certification and 10% carry over accounting	$	12,500	$568
Legal fees	$	40,000	$1,818
Perm loan origination fees	$	-	$0
Perm loan title	$	-	$0
Perm Loan Legal	$	-	$0
Bridge/Predev Loan orig and legal	$	500	$0
Bridge/Predev Loan Interest	$	-	$0
Bridge Loan taxes and title	$	-	$0
Construction loan origination fee	$	32,020	$1,455
Construction loan legal fees	$	40,000	$1,818
Construction loan interest	$	175,000	$7,955
Tax Credit fees, 6% plus app fee	$	46,804	$2,127
Tax Credit Compliance fees	$	8,075	$367
MSHDA loan commitment fees	$	-	$0
Inspection fees (Engineer/contractor)	$	12,500	$568
Syndicator Legal fees	$	55,000	$2,500
Title insurance,Recording fees, UCC fees	$	35,000	$1,591
Contractor Cost Cert	$	-	$0
Building Permit and Bond	$	100,000	$4,545
Permits, fees, incl w/s connxn, Footing drain discc	$	25,000	$1,136
Construction period taxes	$	10,000	$455
Construction period insurance	$	40,000	$1,818
Construction period utilities	$	5,000	$227
Relocation	$	-	$0
Equipment and Furnishings	$	41,500	$1,886
One Month GRP	$	-	$0
Operating Reserve	$	104,109	$4,732
Operating Deficit Reserve	$	205,000	$9,318
Services reserve	$	-	$0
Additional Synd Op and Lender Reserve	$	-	$0
Replacement Reserve	$	-	$0
TOTAL SOFT COSTS:	$	2,348,008	$106,728
TOTAL DEVELOPMENT COSTS (I+II+III)	**$**	**8,727,055**	**$396,684**

SOURCES OF FINANCING			
LP Equity (LIHTC), anticipated	$	3,779,572	$171,799
Urban County HOME Funds	$	350,000	$15,909
Urban County HOME Funds	$	150,000	$6,818
Washtenaw County Funding	$	350,000	$15,909
Sponsor Loan--Brownfield	$	500,000	$22,727
GP Capital	$	100	$5
MSHDA HOME-ARP	$	3,574,835	$162,493
Deferred fee	$	-	$0
Sponsor Loan--Brownfield (predevelopment)	$	22,548	$1,025
	$	-	
TOTAL	**$**	**8,727,055**	**$396,684**

Prepared by Avalon Housing

sources - uses	$	(0)	

206/210 N. Washington Proforma
OPERATING PRO FORMA *

No. of units:	22	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME																
Rental Income		$226,608	$228,874	$231,163	$233,474	$235,809	$240,525	$245,336	$250,243	$255,247	$260,352	$265,559	$270,871	$276,288	$281,814	$287,450
other income		$1,000	$1,010	$1,020	$1,030	$1,041	$1,061	$1,083	$1,104	$1,126	$1,149	$1,172	$1,195	$1,219	$1,244	$1,268
vacancy	7%	(12,697)	(16,021)	(16,181)	(16,343)	(16,507)	(16,837)	(17,174)	(17,517)	(17,867)	(18,225)	(18,589)	(18,961)	(19,340)	(19,727)	(20,122)
Effective gross rent		$214,911	$213,863	$216,002	$218,162	$220,343	$224,750	$229,245	$233,830	$238,507	$243,277	$248,142	$253,105	$258,167	$263,330	$268,597
EXPENSES																
Maintenance Labor	$750	16,500	$16,995	$17,505	$18,030	$18,571	$19,128	$19,702	$20,293	$20,902	$21,529	$22,175	$22,840	$23,525	$24,231	$24,958
Maintenance Supplies	$375	8,250	$8,498	$8,752	$9,015	$9,285	$9,564	$9,851	$10,146	$10,451	$10,764	$11,087	$11,420	$11,763	$12,115	$12,479
Management Staff	$1,700	37,400	$38,522	$39,678	$40,868	$42,094	$43,357	$44,658	$45,997	$47,377	$48,799	$50,262	$51,770	$53,323	$54,923	$56,571
Contractual Services	$1,100	24,200	$24,926	$25,674	$26,444	$27,237	$28,054	$28,896	$29,763	$30,656	$31,576	$32,523	$33,498	$34,503	$35,539	$36,605
Electricity	$1,100	24,200	$25,168	$26,175	$27,222	$28,311	$29,160	$30,035	$30,936	$31,864	$32,820	$33,804	$34,818	$35,863	$36,939	$38,047
Gas	$0	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water & Sewer	$300	6,600	$6,930	$7,277	$7,640	$8,022	$8,423	$8,845	$9,287	$9,751	$10,239	$10,751	$11,288	$11,853	$12,445	$13,068
Property taxes/PILOT (10%)	$795	17,500	16,661	16,510	16,604	16,670	16,734	17,043	17,332	17,628	17,926	18,229	18,536	18,846	19,161	19,479
Insurance	$800	17,600	$18,128	$18,672	$19,232	$19,809	$20,403	$21,015	$21,646	$22,295	$22,964	$23,653	$24,363	$25,093	$25,846	$26,622
Replacement reserves	$300	6,600	$6,798	$7,002	$7,212	$7,428	$7,651	$7,881	$8,117	$8,361	$8,612	$8,870	$9,136	$9,410	$9,692	$9,983
Site Security	$882	19,404	$19,986	$20,586	$21,203	$21,839	$22,495	$23,169	$23,864	$24,580	$25,318	$26,077	$26,860	$27,665	$28,495	$29,350
Administrative expenses	$200	4,400	$4,532	$4,668	$4,808	$4,952	$5,101	$5,254	$5,411	$5,574	$5,741	$5,913	$6,091	$6,273	$6,462	$6,655
Accounting Fees	$600	13,200	$13,596	$14,004	$14,424	$14,857	$15,302	$15,761	$16,234	$16,721	$17,223	$17,740	$18,272	$18,820	$19,385	$19,966
Management Fees	$562	12,364	$12,735	$13,117	$13,510	$13,916	$14,333	$14,763	$15,206	$15,662	$16,132	$16,616	$17,115	$17,628	$18,157	$18,702
Total Expenses	9,464	208,218	$213,475	$219,619	$226,213	$232,992	$239,706	$246,873	$254,234	$261,822	$269,642	$277,701	$286,006	$294,567	$303,390	$312,483
NET OPERATING INCOME		$6,693	$388	($3,617)	($8,051)	($12,648)	($14,956)	($17,628)	($20,404)	($23,315)	($26,365)	($29,558)	($32,901)	($36,400)	($40,059)	($43,886)
		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Debt coverage ratio		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Net Cash Flow **		$6,693	$388	($3,617)	($8,051)	($12,648)	($14,956)	($17,628)	($20,404)	($23,315)	($26,365)	($29,558)	($32,901)	($36,400)	($40,059)	($43,886)
Possible Deferred Dev Fee		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Fee Owed		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Fee Paid		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Fee Balance		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cash flow after deferred dev fee		$6,693	$388	($3,617)	($8,051)	($12,648)	($14,956)	($17,628)	($20,404)	($23,315)	($26,365)	($29,558)	($32,901)	($36,400)	($40,059)	($43,886)
Asset Mgt Fee		$3,600	$3,708	$3,819	$3,934	$4,052	$4,173	$4,299	$4,428	$4,560	$4,697	$4,838	$4,983	$5,133	$5,287	$5,445
Cash flow after asset mgmt fee		$3,093	($3,320)	($7,436)	($11,985)	($16,700)	($19,130)	($21,927)	($24,831)	($27,876)	($31,062)	($34,397)	($37,885)	($41,532)	($45,346)	($49,332)
Operating Deficit Reserve																
beginning balance		$205,000	$213,200	$221,728	$226,980	$228,008	$224,480	$218,503	$209,615	$197,596	$182,184	$163,107	$140,072	$112,774	$80,885	$44,062
interest		$8,200	$8,528	$8,869	$9,079	$9,120	$8,979	$8,740	$8,385	$7,904	$7,287	$6,524	$5,603	$4,511	$3,235	$1,762
withdrawal		$0	$0	($3,617)	($8,051)	($12,648)	($14,956)	($17,628)	($20,404)	($23,315)	($26,365)	($29,558)	($32,901)	($36,400)	($40,059)	($43,886)
ending balance		$213,200	$221,728	$226,980	$228,008	$224,480	$218,503	$209,615	$197,596	$182,184	$163,107	$140,072	$112,774	$80,885	$44,062	$1,938

Notes
Assumes 7% vacancy rate
Assumes rent increases of 1%/year years 1-5, 2% per year thereafter
Assumes expense increases of 3%/year with electric rising at 4%/year in years 1-5 of the proforma; water 5%/year throughout the proforma
22 1-bedroom units, with PBV rents of $1048 in year one, and remaining units at $750/month.
The 22 units are anticipated to include a combination of supportive housing with project-based vouchers for households under 30% of AMI and units for households under 50% AMI

REQUEST FOR LEGISLATION

TO: Mayor and City Council

FROM: Joe Meyers

DATE: February 21, 2023

SUBJECT: 220 N. Park St – PUD Agreement

DESCRIPTION:
220 N. Park St – PUD Agreement

SUMMARY:

Over the past year, multiple meetings have occurred regarding the CBO, site plan, and land contract for 220 N. Park, now known as Dorsey Estates. Over that time, many documents have been approved. With additional eyes on the documents during the developer closing on financing, the PUD agreement, which is typically a stock document, needed some revisions. Mainly it was with a singular company, which contradicted itself on the ownership of the public amenities and discussed drives. Based on the nature of this development, the common elements are required to be public if constructed to our standards to utilize the TIF financing available.

These changes were made to make clear the intention of the city and the developer in the construction of this development.

RECOMMENDED ACTION:
Staff recommends City Council amend the PUD agreement with Renovare Ypsilanti Homes LLC.

ATTACHMENTS:

A. Revised PUD

CITY MANAGER APPROVAL: ___________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2023-032
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the city approved the PUD agreement for 220 N. Park St in June 2022, and

WHEREAS, corrections to the agreement were requested by the developer, county, and financers,

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti amended PUD agreement for 220 N. Park.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-032

220 Park Street Project
AMENDED AND RESTATED
PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development ("PUD") Agreement (the "Agreement") is by and between **Renovare Ypsilanti Homes, LLC** a Michigan limited liability company ("Developer"), whose address is 42 Watson Street, Suite B, Detroit MI 48201 and **THE CITY OF YPSILANTI**, a Michigan home rule city ("City"), whose address is One South Huron Street, Ypsilanti, Michigan 48197.

RECITALS

1. The Developer is the prospective owner of certain real property located in the City of Ypsilanti, Washtenaw County, Michigan, and as more fully described in Exhibit A (the "Property"), which is attached hereto and incorporated herein by reference. Developer, or Developer's successors and assigns, desires to develop, as a mixed residential site condominium planned unit development.

2. Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the Ypsilanti Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the 220 Park Street Planned Unit Development] ("**220 Park Street Project"**). Developer is the developer and proprietor of the **220 Park Street Project**.

3. As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with the undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that the public services and facilities affected by the 220 Park Street Project will be capable of accommodating increased service and facility loads caused by the **220 Park Street Project**, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

4. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property once it has been rezoned, the parties have entered into this Agreement to be effective on the effective date of the City's Zoning Ordinance amendment granting rezoning of the Property to the **220 Park Street Project** ("Granting Ordinance").

Now, therefore, as an integral part of the rezoning of the Property and approval of the development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows;

A. Development as PUD. The Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):

1. Article VII, Division 1 of the Ypsilanti Zoning Ordinance, as amended.

2. The approved PUD plans for the **220 Park Street Project**, as attached to the Permit Conditions as defined in Paragraph C below, and as approved by the Ypsilanti City Council (PUD Plans).

3. The Permit Conditions.

4. The approval of the PUD including the findings, departures, and conditions as stated in the May 18, 2022, Action Minutes of the Ypsilanti Planning Commission. These conditions are found in Exhibit B attached.

5. This Agreement.

6. Deed restrictions covering all property within the PUD, to be submitted, approved and recorded in the manner set forth in this Agreement.

7. All applicable City ordinances and all design standards for the City of Ypsilanti, except those which have been approved as part of the PUD Plan approval.

8. Any and all conditions of the approval of the Ypsilanti City Council and Planning Commission pertaining to the **220 Park Street Park Street** as reflected in the official minutes of such meetings.

9. Recordation with the Washtenaw County Register of Deeds office of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the Property, specifying the date of approval of the **220 Park Street Project**, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Granting Ordnance and the PUD Documents referenced in that Ordinance.

10. The Granting Ordinance.

11. Any and all other easements and restrictions of record acceptable to the Developer and any lender or investor in the multi-family housing developments contemplated by this Agreement.

Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the PUD Documents, and state laws for the respective components of the **220 Park Street Project**. To the extent that there are conflicts or discrepancies between respective provisions of the PUD Documents, or between provisions of the PUD Documents and City ordinances, interpretation shall be based on the ~~more strict~~stricter regulation of the Property and interpretation shall be subject to the reasonable discretion of the Ypsilanti City Council.

B. Effect of PUD Approval. The Granting Ordinance amends the zoning of the Property and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and this Agreement.

C. Land Use. Within the **220 Park Street Project**, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan. The permitted density and land uses shall be described in detail in the permit conditions in the Granting Ordinance ("Permit Conditions").

D. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. All of the foregoing improvements shall be designed and constructed in accordance with the approved PUD Plan and all applicable standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities (including any on-site and off-site facilities), extensions (including a downstream relief sewer), and easements to reach the area to be served shall be provided by and at the sole expense of Developer. Upon completion, all water and sanitary sewer service facilities, extensions (including a downstream relief sewer), and easements ~~and~~ shall be ~~completed, approved, and may be~~ dedicated to the City of Ypsilanti ~~f~~or the Ypsilanti Community Utilities Authority~~)~~ ~~(as required by Ypsilanti Community Utilities Authority in its discretion)~~ to the extent necessary to fully service all proposed and existing facilities, extensions, and easements, prior to issuance of any building permits for any building in the **220 Park Street Project**, other than building permits issued prior to the date of this Agreement.

E. Signage. This Agreement shall not govern signage. Article VI, Division 5, Signs, of the Zoning Code of Ordinance, as amended, shall govern signage. For the purposes of this section, the Property shall be considered as zoned C- Center Zoning District. In the case that a future zoning code has changed substantially and no longer contains such a zone, the City Planner shall make a determination as to which zoning district currently in effect is substantially similar in permitted form and use to the Center Zoning District as it existed on the effective date of the City's Zoning Ordinance amendment granting rezoning of the Property to the 220 North Park Street Project.

F. ~~Drives~~ Roads and Parking Lots.

1. All ~~drives~~ roads and parking lots within and for the Property shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of the City, the PUD Documents, and the approved PUD Plan.

2. Developer, and any assigns, successors and transferees of Developer, shall be responsible for construction, maintenance and repairs of, and all costs associated with, the ~~drives,~~roads ~~entranceways~~ and parking lots during the period of construction~~ and thereafter~~. Upon completion of the roads pursuant to all legal requirements, all r~~R~~oads ~~may~~ shall be dedicated to the City, and the City hereby agrees to accept such dedication, and thereafter maintenance shall be ~~on behalf of~~ the City's obligation. The ownership, maintenance and repairs, and cost thereof, of all parking lots shall at all times be an obligation of Developer or successor owner of the Property. ~~Developer shall incorporate provisions in the deed restrictions providing for perpetual maintenance obligations by the owners of the Property in the manner more particularly set forth in the Permit Conditions.~~

3. Prior to completion of the paving of the roads~~, drives,~~ and parking lots, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners on the motoring public at large. Developer shall also keep all public streets and roads existing prior to the date of this Agreement free of debris and repair any damage caused by construction activities on the Property and use of such roads for construction purposes. If Developer fails to maintain and repair the roads, ~~, drives,~~ parking lots, and/or streets as required by this Section F, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City.

4. For purposes of the maintenance obligations set forth in this Section F, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing

potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

G. Storm Water Drainage. Developer, at its sole expense, shall construct an on-site storm water drainage system including sedimentation basin and a detention basin ~~(as identified on the PUD Plans)~~, depicted pocket parks south of Dorsey Avenue and open space (as identified on the PUD Plans), which, upon completion, shall be dedicated to and shall be owned and maintained by the City, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations.

H. Sidewalks and Walkways. The internal and external Sidewalks and W~~w~~alkways shall be constructed, maintained and repaired in a safe, unobstructed, and passable condition by Developer and Developer's successor owners of the Property, at their sole expense, pursuant to terms and provisions to be included in the deed restrictions in the manner more particularly set forth in Section I of this Agreement. "Walkways" refers to concrete paths located within the intended boundaries of units to be sold to private homeowners or included within the privately owned areas in a condominium association. "Sidewalks" refers to concrete paths intended to be dedicated to the City of Ypsilanti for public use. Developer shall ensure said Sidewalks ~~walkways~~ comply with the Americans with Disability Act. Developer shall repair any damage to, and clear all debris that accumulated on, the internal and external W~~w~~alkways described in this Section as a result of any construction activities on or for the Property. If Developer fails to maintain and repair the internal and external Sidewalks and W~~w~~alkways as required by this Section, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Property until such failure is cured to the reasonable satisfaction of City. Upon completion, all Sidewalks within the development shall be dedicated to and shall be owned and maintained by the City, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations. All Walkways will be privately owned and maintained by the respective owner or condominium association as defined in the proposed Exhibit B of the Master Deed and Bylaws.

~~H.~~

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I. Deed Restrictions. Developer shall submit to City copies of proposed deed restrictions applicable to the Property prior to closing on project financing and commencement of construction. The deed restrictions shall be listed on a document entitled "Declaration of Covenants, Conditions, Easements, and Restrictions," which shall be applicable to all components of the development of the Property. Unless required by an instrumentality of the State of Michigan or the Federal Government, deed restrictions shall be subject to review by the City Attorney and approval by City prior to recording. As part of such deed restrictions, there shall be provisions obligating Developer and all future successor owners of the applicable portion of the Property to maintain and preserve all ~~roads, driveways, parking lots and s, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed open space)pocket parks identified in the PUD Plan (other than any such parks being specifically dedicated to the City as described herein), setbacks,, storm drainage, detention and retention facilities and easements, and any other~~ privately owned common elements and improvements for or within the Property in good working order and appearance at all times and in accordance with the PUD Documents. Additionally, the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents.

J. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate: The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 10 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the Property, which lien shall be deemed effective as of the date of the initial

written notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if the City prevails in collecting funds.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from the City and shall be afforded an opportunity to timely correct. A correction by Developer's lender or investor shall be deemed a correction by the Developer. In the event City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.

3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

K. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish zoning ordinance regulations applicable to the Property and shall be enforceable as a contract with contract remedies. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

L. Agreement Jointly Drafted. Developer has negotiated with the City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the property.

Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

M. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Property or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is no inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

N. Running with the Land; Governing Law. This Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Property, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Agreement, and the general obligations relating to the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties undersigned and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

O. Control of PUD Property. City is fully authorized and empowered to rezone the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the **220 North Park Street** Planned Unit Development as submitted to and approved by the Ypsilanti City Council.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated and take effect on the effective date of the Granting Ordinance.

[Signature page follows]

Renovare Ypsilanti Homes, LLC
a Michigan limited liability company

____
By:
Its:

STATE OF)
)ss
COUNTY OF _______________________)

The foregoing was acknowledged before be this _______ day of __________________________, 20__ by _______________________________ who being duly sworn, did say that she/he is the _______________________________________ of Renovare Ypsilanti Homes**, LLC,** and did not represent that she/he was duly authorized to execute this document on behalf of said Michigan limited liability company.

____

______________________________, Notary Public

____

My commission expires: ______________________

[Intentionally blank. Signature continued on next page.]

CITY: CITY OF YPSILANTI, a Michigan home rule city

____
Lois Allen Richardson
Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF ________________________)

The foregoing was acknowledged before be this _______ day of __________________________, 20__ by LOIS ALLEN RICHARDSON who being duly sworn, did say that she is the mayor of the CITY OF YPSILANTI and did not represent that she was duly authorized to execute this document on behalf of said Michigan home rule city.

____

______________________________, Notary Public

__________________________, County, Michigan

My commission expires: ______________________

____
Andrew Hellenga
Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF ________________________)

The foregoing was acknowledged before be this _______ day of __________________________, 20__ by ANDREW HELLENGA who being duly sworn, did say that he is the clerk of the CITY OF YPSILANTI and did not represent that he was duly authorized to execute this document on behalf of said Michigan home rule city.

____

______________________________, Notary Public

__________________________, County, Michigan

My commission expires: ______________________

EXHIBIT A

(address and legal description of the Property)

220 N Park St

A parcel of land being part of the NE 114 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as follows:

Commencing at the NE comer of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision of part of the East 1/2 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S00°40'00" W 314.0 feet along the East line of said Lot 60 and the West right of way line of N Grove Street (66 ft. wide) to the Point of Beginning; thence continuing along said line S 00°40'00" W 291.53 feet; thence 664.82 feet along a curve to the right having a radius of 1986.74 feet, delta 19°10'22", chord bears N 53°08'10" W 661.72 feet to a point on the West line of said Lot 60 and the East right of way line of N Park Street (66 ft. wide); thence along said line N 00°40'00" E 207.11 feet; thence N 89°50'50" E 243.06 feet along the North line of said Lot 60 and the South right of way line of High Street (66 ft. wide); thence S00°40'00" W 117.0 feet; thence S 82°44'07" E 48.71 feet; thence S48°35'19" E 140.85 feet; thence N 40°01'36" E 5.0 feet; thence S48°09'27" E 5.0 feet; thence S 38°16'51" E46.05 feet; thence S 00°40'00" W 61.50 feet; thence N 89°50'50" E 100.0 feet to the Point of Beginning.

EXHIBIT B

(Planning Commission Findings, Departures, and Conditions)

Findings:

1. The application, site plan, and land uses substantially comply with §122-311, 122-702, 122-706, 122-710, 122-714, and 122-715.

Departures:

1. Planning Commission approves the departures listed in Figure 5 of the staff report.

Conditions:

1. Site plans shall undergo detailed engineering review.
2. Interior street shall be granted public right-of-way easement for public use.
3. Lighting plan shall be provided for administrative approval.
4. There shall be ADA compliant curb-ramps at High St and Park St facing west as well as Grove St and Locust St facing east.
5. There shall be marked high emphasis crossings at the pocket park internal in the site located at 5-00 noted on the site plan, as well as across the driveway aprons, across High St, and across Grove St

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3. As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with the undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that the public services and facilities affected by the 220 Park Street Project will be capable of accommodating increased service and facility loads caused by the **220 Park Street Project**, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq.

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9. Recordation with the Washtenaw County Register of Deeds office of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the Property, specifying the date of approval of the **220 Park Street Project**, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Granting Ordnance and the PUD Documents referenced in that Ordinance.

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Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the PUD Documents, and state laws for the respective components of the **220 Park Street Project**. To the extent that there are conflicts or discrepancies between respective provisions of the PUD Documents, or between provisions of the PUD Documents and City ordinances, interpretation shall be based on the stricter regulation of the Property and interpretation shall be subject to the reasonable discretion of the Ypsilanti City Council.

B. Effect of PUD Approval. The Granting Ordinance amends the zoning of the Property and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and this Agreement.

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2. Developer, and any assigns, successors and transferees of Developer, shall be responsible for construction, maintenance and repairs of, and all costs associated with, the roads and parking lots during the period of construction. Upon completion of the roads pursuant to all legal requirements, all roads shall be dedicated to the City, and the City hereby agrees to accept such dedication, and thereafter maintenance shall be the City's obligation. The ownership, maintenance and repairs, and cost thereof, of all parking lots shall at all times be an obligation of Developer or successor owner of the Property.

3. Prior to completion of the paving of the roads and parking lots, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners on the motoring public at large. Developer shall also keep all public streets and roads existing prior to the date of this Agreement free of debris and repair any damage caused by construction activities on the Property and use of such roads for construction purposes. If Developer fails to maintain and repair the roads, parking lots, and/or streets as required by this Section F, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of City.

4. For purposes of the maintenance obligations set forth in this Section F, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

G. **Storm Water Drainage.** Developer, at its sole expense, shall construct an on-site storm water drainage system including sedimentation basin and a detention basin, depicted pocket parks south of Dorsey Avenue and open space (as identified on the PUD Plans), which, upon completion, shall be dedicated to and shall be owned and maintained by the City, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations.

H. **Sidewalks and Walkways.** The internal and external Sidewalks and Walkways shall be constructed, maintained and repaired in a safe, unobstructed, and passable condition by Developer and Developer's successor owners of the Property, at their sole expense, pursuant to terms and provisions to be included in the deed restrictions in the manner more particularly set forth in Section I of this Agreement. "Walkways" refers to concrete paths located within the intended boundaries of units to be sold to private homeowners or included within the privately owned areas in a condominium association. "Sidewalks" refers to concrete paths intended to be dedicated to the City of Ypsilanti for public use. Developer shall ensure said Sidewalks comply with the Americans with Disability Act. Developer shall repair any damage to, and clear all debris that accumulated on, the internal and external Walkways described in this Section as a result of any construction activities on or for the Property. If Developer fails to maintain and repair the internal and external Sidewalks and Walkways as required by this Section, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, City may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Property until such failure is cured to the reasonable satisfaction of City. Upon completion, all Sidewalks within the development shall be dedicated to and shall be owned and maintained by the City, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations. All Walkways will be privately owned and maintained by the respective owner or condominium association as defined in the proposed Exhibit B of the Master Deed and Bylaws.

I. **Deed Restrictions.** Developer shall submit to City copies of proposed deed restrictions applicable to the Property prior to closing on project financing and commencement of construction. The deed restrictions shall be listed on a document entitled "Declaration of Covenants, Conditions, Easements, and Restrictions," which shall be applicable to all components of the development of the Property. Unless required by an instrumentality of the State of Michigan or the Federal Government, deed restrictions shall be subject to review by the City Attorney and approval by City prior to recording. As part of such deed restrictions, there shall be provisions obligating Developer and all future successor owners of the applicable portion of the Property to maintain and preserve all privately owned common elements and improvements for or within the Property in good working order and appearance at all times and in accordance with the

PUD Documents. Additionally, the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents.

J. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate: The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 10 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the Property, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if the City prevails in collecting funds.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from the City and shall be afforded an opportunity to timely correct. A correction by Developer's lender or investor shall be deemed a correction by the Developer. In the event City obtains

any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.

3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

K. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish zoning ordinance regulations applicable to the Property and shall be enforceable as a contract with contract remedies. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

L. Agreement Jointly Drafted. Developer has negotiated with the City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

M. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Property or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is no inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

N. Running with the Land; Governing Law. This Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Property, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Agreement, and the general obligations relating to the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties undersigned and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

O. Control of PUD Property. City is fully authorized and empowered to rezone the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the **220 North Park Street** Planned Unit Development as submitted to and approved by the Ypsilanti City Council.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated and take effect on the effective date of the Granting Ordinance.

[Signature page follows]

Renovare Ypsilanti Homes, LLC
a Michigan limited liability company

____
By:
Its:

STATE OF)
)ss
COUNTY OF ________________________)

The foregoing was acknowledged before be this _______ day of ___________________________, 20__ by _________________________________ who being duly sworn, did say that she/he is the ____ of Renovare Ypsilanti Homes**, LLC,** and did not represent that she/he was duly authorized to execute this document on behalf of said Michigan limited liability company.

____

_______________________________, Notary Public

____

My commission expires: ______________________

[Intentionally blank. Signature continued on next page.]

CITY: CITY OF YPSILANTI, a Michigan home rule city

____
Lois Allen Richardson
Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF ________________________)

The foregoing was acknowledged before be this _______ day of ___________________________, 20__ by LOIS ALLEN RICHARDSON who being duly sworn, did say that she is the mayor of the CITY OF YPSILANTI and did not represent that she was duly authorized to execute this document on behalf of said Michigan home rule city.

____

________________________________, Notary Public

___________________________, County, Michigan

My commission expires: _______________________

____
Andrew Hellenga
Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF ________________________)

The foregoing was acknowledged before be this _______ day of ___________________________, 20__ by ANDREW HELLENGA who being duly sworn, did say that he is the clerk of the CITY OF YPSILANTI and did not represent that he was duly authorized to execute this document on behalf of said Michigan home rule city.

____

________________________________, Notary Public

___________________________, County, Michigan

My commission expires: _______________________

EXHIBIT A

(address and legal description of the Property)

220 N Park St

A parcel of land being part of the NE 114 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as follows:

Commencing at the NE comer of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision of part of the East 1/2 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S00°40'00" W 314.0 feet along the East line of said Lot 60 and the West right of way line of N Grove Street (66 ft. wide) to the Point of Beginning; thence continuing along said line S 00°40'00" W 291.53 feet; thence 664.82 feet along a curve to the right having a radius of 1986.74 feet, delta 19°10'22", chord bears N 53°08'10" W 661.72 feet to a point on the West line of said Lot 60 and the East right of way line of N Park Street (66 ft. wide); thence along said line N 00°40'00" E 207.11 feet; thence N 89°50'50" E 243.06 feet along the North line of said Lot 60 and the South right of way line of High Street (66 ft. wide); thence S00°40'00" W 117.0 feet; thence S 82°44'07" E 48.71 feet; thence S 48°35'19" E 140.85 feet; thence N 40°01'36" E 5.0 feet; thence S 48°09'27" E 5.0 feet; thence S 38°16'51" E 46.05 feet; thence S 00°40'00" W 61.50 feet; thence N 89°50'50" E 100.0 feet to the Point of Beginning.

EXHIBIT B

(Planning Commission Findings, Departures, and Conditions)

Findings:

1. The application, site plan, and land uses substantially comply with §122-311, 122-702, 122-706, 122-710, 122-714, and 122-715.

Departures:

1. Planning Commission approves the departures listed in Figure 5 of the staff report.

Conditions:

1. Site plans shall undergo detailed engineering review.
2. Interior street shall be granted public right-of-way easement for public use.
3. Lighting plan shall be provided for administrative approval.
4. There shall be ADA compliant curb-ramps at High St and Park St facing west as well as Grove St and Locust St facing east.
5. There shall be marked high emphasis crossings at the pocket park internal in the site located at 5-00 noted on the site plan, as well as across the driveway aprons, across High St, and across Grove St

Resolution No. 2023-033
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain deed to Renovare Ypsilanti Homes, LLC of 13 N Washington Street, Ypsilanti, MI 48197, pursuant to land contract for the property at 220 N Park, and the warranty deed for Renovare Ypsilanti Homes, LLC, copies attached, are approved and the Mayor and City Clerk are authorized to sign the deed for and on behalf of the City.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-033

WARRANTY DEED

The **City of Ypsilanti,** a Michigan Home Rule City, grantor, whose address 1 South Huron Street, Ypsilanti, Michigan 48197, **CONVEYS AND WARRANTS** pursuant a certain Land Contract recorded in Washtenaw County Records, Liber 5497, Page 680, to **Renovare Ypsilanti Homes, LLC**, grantee, whose address 13 North Washington Street, Ypsilanti, Michigan 48197, the following described premises situated in the City of Ypsilanti, County of Washtenaw, and State of Michigan, to-wit:

See attached Exhibit A

Commonly known as: 220 North Park Street, Ypsilanti, Michigan 48198
Tax ID: 11-11-09-111-004

together with all improvements, appurtenances, tenements, and hereditaments located on the real estate (the "Premises"), subject to easements and restrictions of record and zoning laws and ordinances affecting the Premises and further subject to any encumbrances that have arisen under or through Grantee since August 9, 2022, the date of the Land Contract pursuant to which this deed is given fulfillment of and termination of the Land Contract.

Grantor grants to Grantee the right to make all divisions under section 108 of the land division act, 1967 PA 288, MCL 560.108.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

For the full consideration of $1 and Grantee's commitment to build single family affordable homes in compliance with the Community Benefits Agreement (the "CBA") adopted by Grantor on June 21, 2022, attached as Exhibit B, and the Planned Unit Agreement (the "PUD") previously recorded and any amendments.

This transfer is exempt from real estate transfer tax because the grantor is a Michigan municipality. MCL 207.526(i).

Dated this _____ day of ________________, 2023.

Signed:
City of Ypsilanti, a Michigan Home Rule City, Grantor

____
By: Nicole Brown, Mayor

____
By: Andrew Hellenga, City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ______day of _________________, 2023, by **Nicole Brown, Mayor and Andrew Hellenga, City Clerk, for the City of Ypsilanti,** a Michigan Home Rule City, Grantor.

____
Bonnie Wessler, Notary Public
Washtenaw County, Michigan
My commission expires: 04/25/2026
Acting in Washtenaw County

Instrument drafted by:
John M. Barr
Barr Anhut & Associates
105 Pearl Street
Ypsilanti, MI 48197
734-481-1234

==

Recording Fee: $30
State transfer tax: $
Tax Parcel # 11-11-09-111-004

When recorded return to:
Barr, Anhut & Associates, P.C.
105 Pearl St., Ypsilanti, MI 48197
Send subsequent tax bills to: Renovare Ypsilanti Homes, LLC at 42 Watson, Detroit, MI 48201

Exhibit A
Legal Description

PARENT PARCEL (11-11-09-111-004)

A parcel of land being part of the NE 1/4 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as follows:

Parcel 1:

Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision of part of the East 1/2 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records, EXCEPT, beginning at the Northeast corner of said Lot 60; thence South 00 degrees 40 minutes 00 seconds West 314.00 feet along the East line of said Lot 60; thence South 89 degrees 50 minutes 50 seconds West 100.00 feet; thence North 00 degrees 40 minutes 00 seconds East 61.50 feet; thence North 38 degrees 16 minutes 51 seconds West 46.05 feet; thence North 48 degrees 09 minutes 27 seconds West 5.00 feet; thence South 40 degrees 01 minutes 36 seconds West 5.00 feet; thence North 48 degrees 35 minutes 19 seconds West 140.85 feet; thence North 82 degrees 44 minutes 07 seconds West 48.71 feet; thence North 00 degrees 40 minutes 00 seconds East 117.00 feet; thence North 89 degrees 50 minutes 50 seconds East 291.00 feet along the North line of said Lot 60 to the point of beginning.

Parcel 2:

Part of the Northeast 1/4 of Section 9, Town 3 South, Range 7 East, described as follows: Beginning at a point in the Easterly right of way line of Park Street at the Southwest corner along the South line of said Lot 60, a distance of 669.09 feet, said curve being concave to the Northeast and having a radius of 1945.58 feet, a chord of 665.80 feet, bearing South 52 degrees 50 minutes 00 seconds East, to the Southeast corner of said Lot 60; thence South 00 degrees 02 minutes 30 seconds West along the Westerly right of way line of Grove Street; a distance of 45.57 feet, to a point distant *55* feet Northeasterly and radially to the centerline between the two main tracks of said railroad as presently located; thence on a curve to the Northwest, parallel with and *55* feet distant from said railroad centerline, a distance of 660.01 feet, said curve being concave to the Northeast and having a radius of 1986.74 feet, a chord of 656.98 feet; bearing North 53 degrees 51 minutes 20 seconds West to a point along the Easterly right of way line of Park Street; thence North along said Easterly right of way line, a distance of 60.30 feet to the point of beginning. Subject to all easements and restrictions of record, if any.

OVERALL PARCEL (11-11-09-111-004)
(AS SURVEYED)

A parcel of land being part of the NE 1/4 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as follows: Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision of part of the East 1/2 of Section 9, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S 00°40'00" W 314.0 feet along the East line of said Lot 60 and the West right of way line of N Grove Street (66 ft. wide) to the Point of Beginning; thence continuing along said line S 00°40'00" W 291.53 feet; thence 664.82 feet along a curve to the right having a radius of 1986.74 feet, delta 19°10'22", chord bears N 53°08'10" W 661.72 feet to a point on the West line of said Lot 60 and the East right of way line of N Park Street (66 ft. wide); thence along said line N 00°40'00" E 207.11 feet; thence N 89°50'50" E 243.06 feet along the North line of said Lot 60 and the South right of way line of High Street (66 ft. wide); thence S 00°40'00" W 117.0 feet; thence S 82°44'07" E 48.71 feet; thence S 48°35'19" E 140.85 feet; thence N 40°01'36" E 5.0 feet; thence S 48°09'27" E 5.0 feet; thence S 38°16'51" E 46.05 feet; thence S 00°40'00" W 61.50 feet; thence N 89°50'50" E 100.0 feet to the Point of Beginning.

Contains 165,608 square feet or 3.802 acres of land, more or less. Subject to all easements of record, if any.

Exhibit B
Community Benefits Agreement

220 N. Park

COMMUNITY BENEFITS AGREEMENT

This agreement is made this 25 day of JULY, 2022, by and between **THE CITY OF YPSILANTI,** a Michigan municipal home rule CITY of One South Huron Street, Ypsilanti, MI, hereinafter referred to as "CITY," and **RENOVARE** a DEVELOPMENT Company of 42 WATSON ST. STE B, DETROIT MI 48201 (address), hereinafter referred to as RENOVARE

Common Recitals:

Whereas CITY, has an ordinance titled Community Benefits which provides for public input and a citizen commission to be formed in order to evaluate proposals for public support, and

Whereas RENOVARE has requested to purchase City Property located as 220 N. Park Street, and furthermore requested City assistance in creating and selling affordable units, using Brownfield Tax Increment Financing (TIF), to help fund the buildout of units so they may be sold for less than the build costs, and

Whereas the Ordinance also requires a Community Benefits Agreement between CITY and RENOVARE prior to CITY Council's final approval of public support, and

Whereas CITY has formed the Commission, the Commission has met five times, along with CITY Staff, as well as representative from RENOVARE and worked through a list of Benefits to the Community, of which are outlined below in this agreement, and

Whereas this agreement sets forth expectations on behalf of both the CITY and RENOVARE as to some, but not all of the legal requirements to this project, and

Whereas nothing in this agreement shall be interpreted as relaxing or obviating any other provision of CITY Code, the Building, Codes, or any related codes, and

Whereas CITY and RENOVARE agree that RENOVARE will provide the following benefits to the CITY of Ypsilanti:

1) RENOVARE will build residential dwelling units on the subject property commonly known as 220 N. Park St, Ypsilanti, MI 4819. The number and type of units to be as follows:
    a. Cottages: 29
    b. Duplex: 14
    c. Townhouses:13
2) RENOVARE shall cause 50% the units to be deed restricted as affordable as follows:
    a. 40% AMI (Area Median Income for Washtenaw County as calculated by HUD.
        i. 4 Cottages
    b. 60% AMI
        i. 4 Cottages
        ii. 4 Duplexes

c. 80% AMI
    i. 7 Cottages
    ii. 4 Duplexes

3) RENOVARE will cause the above units to be deed restricted, both in their master deed, as well as in each individual deed issued to buyers whereas they can only be owned as a principal residence, as defined in the Michigan General Property Tax Act (MCL 211.7). Said deed restriction shall also be in the form of a covenant in the deed (or deeds) from the City of Ypsilanti to RENOVARE or successor grantee.
4) RENOVARE shall prioritize sales to residential renters in the City of Ypsilanti, that do not otherwise own real property and first-time home buyers for the first ninety days of unit sales, if allowable by the Fair Housing Act, Sections 42 and 142(d) and of the Internal Revenue Code and local ordinances. If not allowable by law, the developer will provide targeted marketing to city residents.
5) RENOVARE shall create the Homeowners Association(s) (HOA) and
    a. Said HOA governance be as minimal as possible and not above and beyond what is outlined in City Ordinances,
    b. Said HOA shall maintain the affordable unit fees as low as possible, with a goal of the affordable units paying not more than 10% of the fees of the total HOA expenses.
6) RENOVARE shall cause the development to have:
    a. A shed/storage unit on single family and duplex units.
    b. Double pained windows
    c. Energy efficient appliances and be built using energy efficiency practices
    d. Vegetative Sound Barriers
    e. The individual homes will be approximately 1000 and 1200 square feet.
7) RENOVARE shall be required to install a bike rack, rain garden/storm water management and native landscaping.
8) RENOVARE shall allow CITY Council to take public comment on naming the streets created through the development.
9) RENOVARE, and its contractors will comply with the City's Employment Discrimination Ordinance currently located in Chapter 58 of the City Code.

CITY WILL PROVIDE:

CITY will waive the purchase price of this property.

CITY will approve a brownfield plan on the property to assist in cleaning up the contamination on the site, providing affordable units and infrastructure on the site.

TERM:

This agreement will continue until the development is completed and the HOA is turned over to the resident led HOA board.

Notice and Opportunity to Cure.

RENOVARE, or its heirs and assigns, shall not be deemed in default of this Agreement if, within thirty (30) days after the date if receipt of written notice by the CITY of said default to the RENOVARE, the RENOVARE has submitted materials to the CITY, which are reasonably satisfactory to the CITY, that it has cured such default. If the default is not reasonably susceptible of being cured within said thirty (30) day period, RENOVARE shall have an additional period of up to sixty (60) days to cure such default and no default shall be deemed to exist hereunder so long as the RENOVARE diligently and continuously prosecutes a curing of such default and shall nevertheless in any event demonstrate to the CITY's reasonable satisfaction that it has cured the default within ninety (90) days after the date of Owner's receipt of the notice of default, or such longer time as may be required by any third-party whose approval is required. In event a default remains uncured beyond the cure period provided herein,

A) the CITY may assess a monetary not to exceed $100 per day until such default is cured; or
B) for defaults arising out of section 2 and 3 above, revoke public benefits associated with the Project.

Interpretive Provisions.

This Agreement will inure to the benefit and constitute a binding obligation of the parties and their respective successors and assigns. This Agreement may not be assigned without the written consent of the City; provided, however, that the Agreement may be assigned to an affiliate of either Owner without the consent of the City.

Entire Agreement.

This Agreement constitutes the entire agreement between the City and RENOVARE with respect to Community Benefits. No change will be valid unless made by supplemental written agreement executed and approved by all of the parties and approved by the Ypsilanti City Attorney; except that any change which affects only one Project may be agreed upon and made by the City and the Owner of that Project, to be approved by the Ypsilanti City Attorney.

Notice.

Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if (a) mailed by United States Certified Mail (postage prepaid, return receipt requested), three business days after mailing, or (b) if by Federal Express or other reliable overnight courier service, on the next business day after delivered to such courier service, provided to the party at the address set forth in the introductory paragraph of this Agreement.

Recording.

Following (1) execution of this Agreement, this Agreement shall be recorded with the Washtenaw County Register of Deeds in accordance with Section 30-512(e) of the City Code.

In the presence of:

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

______________________ BY: ______________________
Lois Richardson, Mayor

______________________ BY: ______________________
Andrew Hellenga, City Clerk

RENOVARE, a Development Company

______________________ BY: ______________________

______________________ BY: ______________________

APPROVED AS TO FORM:

______________________ 7-4-22
JOHN M. BARR P-10475
Ypsilanti City Attorney

REQUEST FOR LEGISLATION

TO:

FROM: John Barr

DATE: February 21, 2023

SUBJECT: 220 Park - Mortgage

DESCRIPTION:
220 Park - Mortgage

SUMMARY:

The City owns the property at 220 North Park Street. A City goal is to encourage low-income housing in the City. In that regard, the City agreed to work with Renovare Ypsilanti Homes, LLC of 13 N Washington Street, Ypsilanti, MI 48197, the developer, and in exchange for the developer doing the work to plan and execute a development on the property to build free-standing low-income residences and sell some for low-income housing. The remaining will be for low market rate housing. The property will be encumbered with restrictions in accordance with the Community Benefits Agreement.

The legal part is that the City has sold the land to the developer on land contract. The developer has obtained financing from multiple sources. At the closing the city will deed the land to the developer and take back a mortgage. The mortgage will be second to all the financing. The mortgage provides that the city will release individual properties from the mortgage as completed. If any units are not completed the developer will pay the city a prorate amount of the total of $250,000. The City may not foreclose on the land.

The developer has arranged financing from multiple sources. The sources have agreed on a plan to monitor development and the payment disbursements. The City is not directly involved, but it augments the City monitoring and inspections.

The City Council must (in addition to other documents) approve the deed and mortgage for the closing. This office prepared the deed, the developer's attorneys prepared the mortgage and it is approved as to form.

RECOMMENDED ACTION: Review and approve the deed and mortgage and authorize the Mayor and Clerk to sign the deed

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2023-034
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain deed to Renovare Ypsilanti Homes, LLC of 13 N Washington Street, Ypsilanti, MI 48197, pursuant to land contract for the property at 220 N Park, and the mortgage with release clause back from Renovare Ypsilanti Homes, LLC, copies attached, are approved and the Mayor and City Clerk are authorized to sign the deed for and on behalf of the City.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-034

COMMERCIAL MORTGAGE

This mortgage (the Mortgage) is made on **[January ___, 2023**], between Renovare Ypsilanti Homes LLC, a Michigan limited liability company, of 13 N. Washington Street, Ypsilanti, Michigan 48197 (Borrower), and City of Ypsilanti, a municipal corporation, located at 1 South Huron Street, Ypsilanti, Michigan 48197 (Lender), on the terms and conditions set forth below.

1. **Definitions.** The following terms shall have the following meanings when used in this Mortgage:

    a. *Leases* mean and include all leases and rental agreements, written or unwritten, now or later demising the Property in whole or in any part, and all amendments, modifications, extensions, renewals, substitutions, and replacements.

    b. *MCC* means Michigan Community Capital~~, Inc.,~~ and Magnet Lending Corporation~~, Inc.~~ who are the Senior Lenders primary to all other lenders to the Property.

    c. *Obligations* mean the obligations outlined in the Community Benefits Agreement between Borrower and Lender dated July 25, 2022.

    d. *Property* means the premises situated in the state of Michigan described in the attached exhibit A, together with:

        i. all the estate, title, interest, and rights of Borrower in the premises and all buildings and improvements of every kind and description now or later placed on the premises;

        ii. all of the rents, profits, and leases of the premises, easements, privileges, and appurtenances regarding the premises;

        iii. all goods (including furniture, fixtures, equipment, and appliances), accounts, books and records, and general intangibles now owned or later acquired by Borrower and now or later related to, affixed to, attached to, placed on, or used in any way in connection with the ownership, use, occupancy, or operation of the premises (except leased equipment and trade fixtures that are readily removable without damaging or reducing the value or utility of the premises or the improvements), including, but not limited to, all lighting, heating, cooling, ventilating, air-conditioning, plumbing, sprinkling, communicating and electrical systems and machinery, appliances, fixtures, and equipment pertaining to them; awnings; stoves; refrigerators; dishwashers; disposals; incinerators; carpeting and drapes; and all other furniture, fixtures, equipment and appliances of every type;

iv. any and all awards or payments, including interest, and the right to receive them, that may be made regarding the premises as a result of (A) the exercise of the right of eminent domain, (B) the alteration of the grade of any street, (C) any loss of or damage to any building or other improvement on the premises, (D) any other injury to or decrease in the value of the premises, or (E) any refund due on account of the payment of real estate taxes, assessments, or other charges levied against or imposed on the premises, to the extent of all amounts that may be secured by this Mortgage at the date of receipt of the award or payment by Lender and of the reasonable counsel fees, costs, and disbursements incurred by Lender in connection with the collection of the award or payment;

v. all of Borrower's rights, title, and interest in, to, and under all present and future land contracts, sales agreements, or option agreements relating to the premises and Borrower's rights under all construction contracts and all plans and specifications relating to the premises; and

vi. all of Borrower's rights, title, and interest in, to, and under all present and future permits; licenses; liquor licenses; authorizations; development agreements used or intended to be used in connection with the ownership or operation of the premises; and all names, trade names, trademarks, logos, and material used to advertise the premises and all variations.

e. *Senior Lenders* mean MCC as defined, consisting of two~~, a~~ nonprofit corporations, and Washtenaw County, a municipal corporation.

f. *Senior Mortgage* means those certain mortgages recorded in favor of Senior Lenders on [January __, 2023] immediately prior to the recordation of the Mortgage referenced herein.

2. **Grant of Mortgage.** Borrower mortgages and warrants to Lender and its successors and assigns forever the Property and grants to Lender and its successors and assigns a continuing security interest in the Property to secure the timely performance of the Obligations, to have and to hold the Property, with all of the tenements, hereditaments, easements, appurtenances, and other rights and privileges belonging or in any manner now or appertaining, for the use and benefit of Lender on the conditions set forth below.

3. **Compliance with Obligations.** Borrower shall perform its Obligations within the time periods outlined in the Community Benefits Agreement. Borrower acknowledges and agrees that this Mortgage shall not be extinguished and that the priority of this Mortgage shall not be altered in any way until a Mortgage discharge has been executed by Lender and recorded in Washtenaw County.

4. **Title Vested in Borrower.** At the time of the execution and delivery of this Mortgage, Borrower is the owner of the Property in fee simple, free of any easements, liens, and encumbrances (other than those easements of record as of the date of this Mortgage; the rights of the public in any part of the Property used or taken for road purposes; and any other mortgages, liens, or encumbrances to which Lender has consented in writing), and will forever warrant and defend its title against any and all other claims. The lien created by this Mortgage is and will be kept as a valid lien on the Property, subject only to these stated exceptions.

5. **Property Maintenance.** Borrower shall at all times preserve and maintain the Property in good repair and working order and condition and shall make all necessary improvements and repairs so the value and efficiency of the Property is at all times maintained and Lender's security is not impaired. Lender shall have the right to enter on and inspect the Property at all reasonable times upon at least 48 hours advance notice. If, on inspection of the Property, Lender determines that the Property requires repair, maintenance, or care of any kind that Borrower, after notice from Lender, fails to perform, Lender shall notify MCC of such failure.

6. **Payment of Taxes, Liens, and Insurance.** Borrower shall pay when due all taxes, assessments, and governmental charges levied on the Property and all claims, liens, encumbrances, levies, judgments, and charges that are at any time levied, recorded, placed on, or assessed against the Property and shall promptly deliver to Lender receipts evidencing such payment. However, Borrower will not be required to pay any tax, assessment, governmental charge, claim, lien, encumbrance, levy, judgment, or charge if Borrower is in good faith contesting the validity and has provided for payment of the entire amount of any contested tax, assessment, governmental charge, claim, lien, encumbrance, levy, judgment, or charge in a cash reserve deposited with MCC or in another manner satisfactory to MCC.

7. **Insurance.**
    a. Until the Obligations are fully satisfied, Borrower will keep the Property continuously insured against loss by fire; windstorm; and other hazards, casualties, and contingencies, including vandalism and malicious mischief, in whatever amounts and for whatever periods Lender requires. Borrower shall also maintain a policy or policies of rent loss insurance in an amount reasonably acceptable to Lender. Borrower shall pay promptly when due all premiums for this insurance and deliver to Lender, on request, receipts showing payment. All insurance shall be carried in companies approved by Lender, and the policies and renewals shall be held by and pledged to Lender (unless Lender directs or permits otherwise) as

additional security and shall have attached a mortgagee clause acceptable to Lender, making all losses under the policies payable to Lender or its successors and assigns, as its or their interest may appear. In the event of loss or damage to the Property, Borrower shall give immediate notice in writing by mail to Lender, who may make proof of loss if not made promptly by Borrower.

8. **Eminent Domain.**
   a. If the entire Property is taken under the power of eminent domain, the entire award or payment in lieu of condemnation, shall be paid to first to Senior Lenders to the full extent of the obligations owed under the Senior Mortgages, with any remaining amount due to be paid to Lender to the full extent of the Obligations hereunder. Lender shall apply the award or payment first toward reimbursement of all of Lender's costs and expenses incurred in connection with collecting the award or payment and then to the Obligations (without any penalty for prepayment), to fulfill any other covenant in this Mortgage, or to any other obligation of Borrower to Lender.

   b. In the event of a partial taking of the Property under the power of eminent domain, the entire award or payment in lieu of condemnation shall be paid to first to Senior Lenders to the full extent of the obligations owed under the Senior Mortgages, with any remaining amount due to be paid to Lender to the full extent of the Obligations hereunder. Provided no Event of Default or any event that with notice or the passage of time would become an Event of Default has occurred and Lender reasonably determines that sufficient funds are available from the award or payment and any funds to be provided by Borrower to repair or restore the remaining portion of the Property within a reasonable time and that the repair or restoration is economically feasible, Lender agrees, on request by Borrower, to direct MCC to apply its portion of the award or payment to repair or restore the remaining portion of the Property, after reimbursement of all Lender's costs and expenses in collecting the award or payment, subject to approval of such repair or restoration by MCC.

9. **No Removal of Improvements.** Except for replacement, maintenance, and relocation in the ordinary course of business, Borrower shall not remove from the Property any improvement, accessions, fixtures, machinery, or equipment pertaining to or forming a part of the Property without Lender's prior written consent. All replacements shall be with improvements, fixtures, machinery, and equipment of the same or better quality than those replaced.

10. **Lender's Right to Make Expenditures.** If Lender becomes aware that Borrower has failed to pay any taxes or assessments, to procure and maintain insurance, or to make necessary repairs to the Property, Lender shall immediately notify MCC.

11. **Legal Compliance.** Borrower will comply promptly with all laws, ordinances, regulations, and orders of all public authorities having jurisdiction over the Property relating to its use, occupancy, and maintenance and shall, on request, promptly submit to Lender evidence of

the compliance. Nothing shall be deemed to prohibit Borrower from contesting the enforceability or applicability of any law, ordinance, regulation, or order; however, Lender, in its sole discretion, may require that Borrower comply with any law, ordinance, regulation, or order during the pendency of any contest or appeals. Borrower will not permit the Property or any portion to be used for any unlawful purpose.

12. **Environmental Provisions.** Borrower represents and warrants to Lender that Borrower has not violated any Environmental Laws (defined below) that concern or affect the Property or any part. Borrower agrees to, at all times, strictly observe and promptly comply with all Environmental Laws. Borrower agrees to notify Lender, no later than 10 days after Borrower's receipt, of any letter, notice, summons, complaint, citation, investigation, or other communication issued by or on behalf of any governmental agency or department or private person regarding any complaint or alleged violation of any Environmental Law concerning the Property. Borrower agrees to indemnify and hold Lender harmless from any losses, costs, suits, harm, liability, and damages of any kind, including reasonable attorney fees, that result from or are related to any violations by Borrower or Borrower's predecessors in title to the Property of any Environmental Laws and agrees that that indemnity shall survive the foreclosure or discharge of this Mortgage and shall continue as long as Lender has any interest in or liability for the Property. Borrower agrees to allow Lender or its agent reasonable access to the Property to confirm Borrower's compliance with all Environmental Laws. Lender may, at any time and in coordination with Senior Lender, at Borrower's sole cost and expense, hire, or require Borrower to hire, an environmental consultant to inspect, test, and audit the Property and advise Lender and Senior Lender concerning Borrower's compliance with Environmental Laws. Any costs paid by Lender for violations of Environmental Laws or to hire an environmental consultant shall be added to the Obligations secured by this Mortgage. *Environmental Laws* shall mean all laws, regulations, and rules of the United States of America, state of Michigan, local authorities, and their respective agencies and departments that pertain to the environment including, but without limitation, the Clean Air Act, 42 USC 7401 et seq.; the Clean Water Act, 33 USC 1251 et seq., the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 9601 et seq.; the Hazardous Materials Transportation Act, 49 USC 1801 et seq.; the Solid Waste Disposal Act, 42 USC 6901 et seq.; the Toxic Substances Control Act, 15 USC 2601 et seq.; and the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq., as amended, together with all rules and regulations promulgated by the U.S. Environmental Protection Agency or the Michigan Departments of Natural Resources or Environmental Quality and all additional environmental laws, rules, and regulations in effect on the date of this Mortgage and subsequently enacted. The provisions of this section shall survive the termination, satisfaction, release, and discharge of this Mortgage or any of the Obligations.

13. **Agreement to Release Units.** Lender, shall, upon request of Borrower and confirmation by MCC that all requirements to such partial release have been met, provide a partial release of mortgage with respect to individual units sold to third party purchasers.

14. **Secondary Financing.** Borrower will not, without the prior written consent of Lender, mortgage or pledge the Property as security for any other loan or obligation of Borrower. If any such mortgage or pledge is entered into without the prior written consent of Lender, the entire Obligations may, at Lender's option, be declared immediately due and payable without notice. Further, Borrower shall also pay any and all other obligations, liabilities, or debts that may become liens, security interests, or encumbrances on or charges against the Property for any repairs or improvements that are now or may later be made and shall not, without Lender's prior written consent, permit any lien, security interest, encumbrance, or charge of any kind to accrue and remain outstanding against the Property, any part, or any improvements, irrespective of whether the lien, security interest, encumbrance, or charge is junior to the lien of this Mortgage. Notwithstanding the foregoing, Lender hereby consents to the Senior Mortgages.

15. **Event of Default.**

    a. The sole events resulting in a default under this Mortgage (an "Event of Default") shall be: if Borrower (i) fails to commence the project within thirty-six months of the date of this Mortgage; or (ii) fails to complete construction within sixty months of the date of this Mortgage. Immediately on the occurrence of an Event of Default, Lender shall be entitled to a pro rata amount of $250,000 for each parcel subject to such Event of Default. By way of example, if none of the project has been completed within the required time period, Borrower shall be obligated to pay Lender $250,000. If 23 units of the 46 units is completed, Borrower shall be obligated to pay Lender $125,000.

    b. **Mortgage Foreclosure.** Lender shall have no right to foreclose, but shall only have the right to payments provided in Section 15a.

16. **Legal Fees.** Borrower shall pay Lender a reasonable attorney fee in addition to all other legal costs if Lender becomes a party, either as plaintiff or defendant, to any legal proceedings in relation to the Property or the lien created by this Mortgage; and those sums shall be secured by this Mortgage and be payable at the highest rate applicable to the Obligations.

17. **Books and Records.** Borrower covenants and agrees to furnish to Lender promptly certificates of occupancy and whatever other books, records, documents, information, and statements pertaining to Borrower, the Property, its operations, and any guarantors that Lender requests. All books, records, and other information provided by Borrower shall be in a form that is acceptable to Lender, and all costs of providing them shall be borne entirely by Borrower.

18. **Security Agreement.** Borrower shall execute, acknowledge, and deliver any further conveyances, documents, mortgages, and assurances that Lender reasonably requires for accomplishing the purposes of this Mortgage, including financing statements required by Lender to protect its interest under the provisions of the Michigan Uniform Commercial Code, as amended, on Lender's written request. On any failure of Borrower to do so,

Lender may execute, record, file, rerecord, and refile any documents for and in the name of Borrower, and Borrower irrevocably appoints Lender as agent and attorney-in-fact of Borrower for those purposes. This document is intended by the parties to be, and shall be construed as, a security agreement, as that term is defined and used in Article 9 of the Michigan Uniform Commercial Code, as amended, and shall grant to Lender a security interest in the portion of the Property for which a security interest may be granted under Article 9 of the Michigan Uniform Commercial Code, as amended, which shall include a security interest in all personalty owned by Borrower, now owned or subsequently acquired, that is or in the future may be physically located on or affixed to the Property described in exhibit A, regardless of whether the personalty consists of fixtures under Michigan law and a security interest in the proceeds and products of the proceeds of all insurance policies now or later covering any part of the collateral. For purposes of Article 9 of the Michigan Uniform Commercial Code, (a) Borrower is the *debtor,* (b) Lender is the *secured party,* (c) information concerning the security interest created by this Mortgage may be obtained from Lender at its address set forth on page 1, and (d) Borrower's mailing address is that set forth on page 1.

19. **Senior Mortgage.** Lender has consented and agreed that this Mortgage is to be subordinate to those certain mortgages recorded in favor of Senior Lenders. Borrower expressly covenants and agrees that Borrower shall promptly pay the prior mortgage indebtedness in accordance with the terms of the note or obligation secured by the prior mortgages; and shall fully and promptly keep and perform all of the terms, conditions, and covenants of the Senior Mortgages or other agreements.

20. **Binding Effect.** Until this Mortgage is discharged in full, all of the covenants and conditions shall run with the land, shall be binding on the successors and assigns of Borrower, and shall inure to the benefit of the successors and assigns of Lender. Any reference to "Borrower" or "Lender" shall include their respective successors and assigns.

21. **Notices.** All notices, demands, and requests required or permitted to be given to Borrower or by law shall be deemed delivered when deposited in the U.S. mail, with full postage prepaid, addressed to Borrower at the last address of Borrower on the records of Lender.

22. **No Waiver.** No waiver by Lender of any right or remedy granted shall affect or extend to any other right or remedy of Lender or affect the subsequent exercise of the same right or remedy by Lender for any further or subsequent Event of Default by Borrower; and all such rights and remedies of Lender are cumulative. Time is of the essence.

23. **Severability.** If any provision of this Mortgage conflicts with any statute or rule of law of the state of Michigan or is otherwise unenforceable for any reason, it shall be deemed null and void to the extent of the conflict or unenforceability but shall be deemed separable from and shall not invalidate any other provisions of this Mortgage.

24. **Exhibits.** There is one exhibit that is attached to and is a part of this Mortgage:
    a. Exhibit A—Legal description of the Property

25. **Effective Date.** This Mortgage was signed and delivered by Borrower on the Effective Date.

BORROWER

RENOVARE YPSILANT HOMES, LLC,
a Michigan limited liability company

____

By: Shannon Morgan
Its: Authorized Signatory

STATE OF MICHIGAN)
[COUNTY] COUNTY)

Acknowledged before me in **[county]** County, Michigan, on **[date]**, by **[name of officer or agent]** of Renovare Ypsilanti Homes LLC, a Michigan limited liability company, on behalf of the company.

____

[Notary public's name, as it appears on application for commission]
Notary public, State of Michigan, County of **[county]**.
My commission expires **[date]**.
[If acting in county other than county of commission: Acting in the County of _______.]

LENDER

CITY OF YPSILANTI

____

[Typed name of authorized signer]
Its: **[Title of authorized signer]**

)
STATE OF MICHIGAN)
WASHTENAW COUNTY

Acknowledged before me in WASHTENAW County, Michigan, on **[JANUARY ___, 2023]**, by **[name of officer or agent, title of officer or agent]**, of the City of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

____

[Notary public's name, as it appears on application for commission]
Notary public, State of Michigan, County of Washtenaw.
My commission expires **[date]**.
[If acting in county other than county of commission: Acting in the County of [county].]

Drafted by and when recorded return to:

Linchpin Legal PLLC
ATTN: Lisa Berden
43902 Woodward Ave Suite 210
Bloomfield Hills, MI 48302

EXHIBIT A
LEGAL DESCRIPTION

REQUEST FOR LEGISLATION

TO: Mayor and City Council

FROM: Katie Jones

DATE: February 21, 2023

SUBJECT: 220 N. Park St – Process for the Partial Release of City Mortgages

DESCRIPTION:
220 N. Park St – Process for the Partial Release of City Mortgages

SUMMARY:

Exhibit B represents the units to be developed on the property at 220 N. Park St. by Renovare, LLC. A mortgage will be placed on each parcel to ensure compliance with our community benefits agreement. Partial releases for each property at 220 N. Park St. will be signed by the City Manager and held in escrow upon the mortgage closing.

Upon the sale of each unit, the compliance checklist will be completed, and the City will verify the affordability and PRE requirements for each property. The City Manager will sign off on the release of the mortgage.

RECOMMENDED ACTION:
Authorize the City Manager to sign off on the compliance checklist and release each mortgage from escrow.

ATTACHMENTS:
A. Exhibit B

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ______________________________

Resolution No. 2023-035
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The City of Ypsilanti approved the development of 220 N. Park St.; and

WHEREAS, a community benefits agreement has been approved for the development;

WHEREAS, upon closing the mortgage at 220 N. Park St., partial mortgages signed by the City Manager will be held in escrow;

Whereas, upon the completion of the properties, the city will verify the affordability and PRE requirements for each property;

Whereas, an authorized signature will need to be on each mortgage release from escrow.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Ypsilanti approves the City Manager to sign the release of the mortgages upon the sale of the units at 220 N. Park St.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-035

PARTIAL RELEASE OF MORTGAGE

The undersigned THE CITY OF YPSILANTI, a Michigan municipal home rule city, with offices located at One South Huron Street, Ypsilanti, Michigan 48197 (the "**Mortgagee**"), does hereby release and discharge from that certain Mortgage, made and executed by RENOVARE YPSILANTI HOMES, LLC, a Michigan limited liability company, with a mailing address at 13 North Washington Street, Ypsilanti, Michigan 48197 (the "**Mortgagor**"), effective _____________________, 2023, and recorded in the office of the Washtenaw County, Michigan Recorder of Deeds on _____________________, 2023 at Instrument No. _____________________, all that real property described on **Exhibit A**, attached hereto, being a portion of the real property subject to the Mortgage.

EXCEPT AS SPECIFICALLY RELEASED HEREBY, THE MORTGAGE SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT BETWEEN THE MORTGAGOR AND MORTGAGEE, WITH RESPECT TO ALL REMAINING UNRELEASED PORTIONS OF THE PROPERTY.

The undersigned has executed this instrument on _____________________, _____.

MORTGAGEE:

THE CITY OF YPSILANTI, a Michigan municipal home rule city

Signed: ___________________________________
By: ___________________________________
Its: ___________________________________

STATE OF MICHIGAN)
)
COUNTY OF ________________)

The foregoing instrument was acknowledged before me _____________________, _____, on behalf of THE CITY OF YPSILANTI, a Michigan municipal home rule city, by ___________________________, its, ___________________________.

Signed: ___________________________________
By: ___________________________________

Notary Public _______________ County, MI
My Commission expires: ____________________
Acting in _______________ County, MI

EXHIBIT A – PROPERTY TO BE RELEASED

Land situated in the City of Ypsilanti, Washtenaw County, Michigan and described as follows:

[*LEGAL DESCRIPTION*]

Property Address: ______________________

Permanent Tax ID: ______________________

777959

REQUEST FOR LEGISLATION

TO: Mayor and City Council

FROM: Joe Meyers

DATE: February 21, 2023

SUBJECT: 220 N. Park St Master Deeds

DESCRIPTION:
220 N. Park St Master Deeds

SUMMARY:

The city has been working to review all of the documents in master deeds to ensure compliance with the CBA. In reviewing the master deeds, there are a few tweaks that need to be made but the form and intent are clear as it pertains to affordability and primary residence. There are some edits that need to be made as it pertains to mailboxes and garages (there are none).

The condo attorneys are still tweaking the documents but the requirements of the CBA are located within the Master Deed.

RECOMMENDED ACTION:
Staff recommends City Council approve the master deeds with Renovare Ypsilanti Homes LLC for Dorsey Estates 1 and 2 with non-substantive changes to be approved by the city attorney.

ATTACHMENTS:

A. Master deeds for Dorsey Estates 1 and 2

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ______________________________________

Resolution No. 2023-036
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the city approved the PUD agreement for 220 N. Park St in June 2022, and

WHEREAS, the master deed is to be approved by the city,

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve the master deeds for Dorsey Estates 1 and 2 to form with minor edits to be approved by the city attorney.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-036

MASTER DEED

DORSEY ESTATES I

This Master Deed is made and executed on this ___th day of __________, 2023, by Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 42 Watson Street, Suite B, Detroit, Michigan 48201, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Dorsey Estates I as a Condominium Project under the Act and does declare that Dorsey Estates I (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, and any person acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Dorsey Estates I, Washtenaw County Condominium Subdivision Plan No. _________. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is a separate building site, designed to contain a single residence and other improvements for dwelling purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a public right-of-way. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

[Legal description to be inserted]

Together with and subject to all easements and restrictions of record and all governmental limitations and together with the easements for use of the pocket park, roads and walkways in the adjacent condominium development known as Dorsey Estates 2 recorded in Liber ___, at Page ____, Washtenaw County Records.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and any other rules and regulations of Dorsey Estates I Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Dorsey Estates I as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. <u>**Act.**</u> The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. <u>**Association.**</u> "Association" means Dorsey Estates I Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporation bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **City.** "City" shall mean the City of Ypsilanti, Michigan.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 7. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, licenses, rights and appurtenances belonging to Dorsey Estates I as described above.

Section 8. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean Dorsey Estates I as a Condominium Project established in conformity with the Act.

Section 9. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Dorsey Estates I as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 11. **Construction and Sales Period.** "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer or an affiliate owns any Unit which it offers for sale and for so long as the Developer or an affiliate continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development within a five mile radius of the Condominium.

Section 12. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. **<u>Developer.</u>** "Developer" means Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. Developer as used herein shall not, however, include the term “Successor Developer” as defined in Section 135 of the Act.

Section 14. **<u>First Annual Meeting.</u>** "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 15. **<u>Transitional Control Date.</u>** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. **<u>Unit or Condominium Unit.</u>** "Unit" or "Condominium Unit" each mean the space constituting a single complete Unit in Meadows of Troy as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. **<u>General Common Elements.</u>** The General Common Elements are:

(a) **<u>Electrical</u>**. The electrical transmission system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(b) **<u>Telephone and Telecommunications</u>**. The telephone and/or telecommunications system throughout the Project to the extent that it/they serve(s) all Units up to the point of the leads for the individual Units.

(c) **Gas**. The gas distribution system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(d) **Water System**. The water distribution system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(e) **Sanitary Sewer**. The sanitary sewer system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(f) **Easements**. All beneficial easements that may exist or may be created in the Master Deed or otherwise for the benefit of all Units, including without limitation, the access drive easements, parking easements and reciprocal easements described in the easement.

(g) **Other**. Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the mains for such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. **Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which such Limited Common Elements are appurtenant. The Limited Common Elements, as of the date of the Master Deed, are those portions of the water and sanitary sewer leads servicing an individual Unit and the utility leads (electrical, telephone and telecommunications, and gas) and related equipment servicing an individual Unit, which shall be limited in its use to the Unit being serviced. No other Limited Common Elements have been identified as of the date of recording the Master Deed.

Section 3. **Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibilities**.

(i) Units and Limited Common Elements. Except as elsewhere provided in this Master Deed, each Co-owner individually shall be responsible for all decoration, maintenance, repair and replacement of the dwelling/buildings and other improvements located in the Co-owner's Unit (including the roof and building structure located within the Co-owner's Unit) and for maintaining of all landscaping and mowing of the lawn located in the Co-owner's Unit. None of the Co-owners shall be individually responsible for maintenance, repair or replacement of any General Common Elements except as may be specifically provided in the Condominium Documents. Each Co-owner shall be responsible for the cost of usage of all utilities servicing the Co-owner's Unit. Each Co-owner shall maintain the dwelling and other improvements located in the Co-owner's Unit in compliance with all applicable laws, rules, ordinances, codes and regulations.

(ii) Utility Services. All costs of electricity, natural gas, water, sanitary sewer, cable television, telephone, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All costs of maintaining, repairing and replacing utility leads shall also be borne by the Co-owner of the Unit serviced by the leads.

(b) **Association Responsibilities**. Except with respect to the storm water sewer system, the responsibility for the maintenance, repair and replacement of all General Common Elements, including the General Common Element utilities (to the extent not maintained by a governmental agency or public utility), shall be borne by the Association on behalf of the Co-owners.

Section 4. **Storm Water Sewer**. Pursuant to the PUD Agreement (defined below), once constructed, the repair, replacement and maintenance of the storm water sewer system that benefits the Condominium, including without limitation the detention pond and access drive to same, shall be owned and maintained by the City.

Section 5. **Utilities.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 6. **Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Dorsey Estates I as prepared by Midwestern Consulting and attached hereto as Exhibit B. Each Unit is designated as a separate residential building site to contain a dwelling and related appurtenances and shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI

CONVERTIBLE AREAS

Section 1. **Designation of Convertible Areas.** All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

Section 2. **The Developer's Right to Modify Units and/or Common Elements.** Subject to the prior approval of the City of Ypsilanti, the Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording hereof, to enlarge, extend, diminish and/or relocate Units, and to construct private amenities on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan. The Developer shall also be entitled to convert General Common Elements into Limited Common Elements as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element conversions, extensions and/or reductions of Units and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a Unit extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. **Developer's Right to Grant Specific Right of Convertibility.** The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. **Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

Section 5. **Amendment of Master Deed and Modification of Percentages of Value.** Such conversion in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 6. **Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the land in the adjacent Condominium, Dorsey Estates 2.

Section 7. **Consolidating Master Deed.** A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) may be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 8. **Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI, and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **By Developer.** Subject to the prior approval of the City, Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units; Consolidate Units; Relocate Units.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided, consolidated or modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

Section 2. **By Co-owners.** One or more Co-owners may undertake, subject to the prior approval of the City:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Washtenaw County Register of Deeds.

(b) **Consolidation of Units, Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

Section 3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

Section 4. **City Approval.** All modifications contemplated by this Article VII shall be subject to the prior approval of the City of Ypsilanti.

ARTICLE VIII

EASEMENTS

Section 1. **Easement for Maintenance of Encroachments and Utilities.** There shall be easements to, through and over the entire Project (including all Units) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium. In the event any portion of a structure, including without limitation roof over-hangs and egress windows, located within a Unit encroaches upon another Unit due to shifting, settling or moving of a building, or due to survey errors or construction or design deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of destruction.

Section 2. **Easements and Developmental Rights Retained by Developer.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 3. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. **Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. **Telecommunications Agreements.**

(a) Both the Developer during the Construction and Sales Period and the Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association, unless the company is operated by the Developer as reserved in sub-paragraph (b), upon which event they shall be paid over to and shall be the property of the Developer.

(b) The Developer may establish cable and/or satellite service, provide fiber optic service or other form of communication facility in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment, cable and/or satellite equipment and any other equipment installed by Developer to provide a communication facility ("Communications Improvements") located throughout the Project, up to the point of entry to each Unit, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communications Improvements, in the event the Communications Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

Section 6. **Emergency Vehicle and Service Vehicle Access Easement.** There shall exist and it is hereby granted for the benefit of the City of Ypsilanti, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and

Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

ARTICLE IX

GOVERNMENT AGREEMENTS

Section 1. **Planned Unit Development Agreement**. The Condominium is subject to the terms of a certain Planned Unit Development Agreement entered into between Developer and the City of Ypsilanti and recorded in Liber 5496, at Page 307, Washtenaw County Records ("PUD Agreement"). In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Agreement, the City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws subject to the PUD Agreement.

Pursuant to the PUD Agreement, the Developer and all future Co-owners as to their respective Unit, and the Association as to the General Common Elements in the Condominium, shall maintain and preserve any and all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed open space), setbacks, storm drainage, detention and retention facilities and easements, and any other private Common Elements and improvements for or within the Condominium in good working order and appearance at all times and in accordance with the PUD Agreement. The Condominium is also subject to the PUD Documents (as defined in the PUD Agreement, and the regulations of the Condominium provided in the PUD Documents.

The ongoing obligations of the Developer set forth in the PUD Agreement with respect to a Unit shall automatically transfer to the individual Co-owner upon transfer of title to that Unit to the Co-owner. The ongoing obligations of the Developer set forth in the PUD Agreement with respect to the General Common Elements shall automatically transfer to the Association on the date of the Transitional Control Date.

Any changes to the PUD Agreement requires the prior written approval of the City.

Section 2. **Community Benefits Agreement**. The Condominium is also subject to a certain Community Benefits Agreement ("CBA") entered into between the Developer and the City dated July 25, 2022 wherein the Developer and City memorialize the Developer's agreement to restrict to affordable housing purposes the following:

a. Four Units total shall be owned by and limited in use by Owners whose annual income is

40% Area Median Income for Washtenaw County as calculated by HUD.

b. Eight Units total shall be owned by and limited in use to Owners whose annual income is 60% Area Median Income for Washtenaw County as calculated by HUD.

c. Eleven units total shall be owned by and limited in use to Owners whose annual income is 80% Area Median Income for Washtenaw County as calculated by HUD.

All Units in the Condominium can only by owned by the Owner as that Owner's principal residence. Any changes to the CBA requires the prior written approval of the City.

Contact information for the City is as follows:
Office of Economic Development
City of Ypsilanti
1 S. Huron
Ypsilanti, MI 48197
(734) 483-1100

Section 3. **Historic District Requirements.** A Certificate of Appropriateness has been issued by the City of Ypsilanti Historic District Commission ("HDC"), dated August 15, 2022, wherein the HDC approved the materials, exterior designs and color palette proposed to meet the Secretary of the Interior's Standards for contemporary designs that shall be compatible with and not destroy significant original material. Any changes to the work approved by the HDC requires the prior written approval of the HDC.

Section 4. **Affordable Housing Covenant.** With respect to Units 1 through 15, inclusive, and Units 20 through 27, inclusive, (the "AHC Units") the Developer has executed a certain Affordable Housing Covenant ("AHC") dated ________, 2023 preserving through the AHC the affordability of AHC Units for persons of very low- and low-income, and to assign to the City the right to enforce compliance with the AHC. The method for calculating the original base sales prices of the AHC Units is set for in the AHC, in addition to the calculation of the AHC Units sales prices for all subsequent resales of the AHC Units.

The Owner and any buyer or transferee of the AHC Units, by acceptance of a deed therein, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the terms, conditions, restrictions and limitations set forth in the AHC. The Owner, buyer or transferee of the AHC Unit shall execute such an acknowledgement and/or consent in writing with the City before any sale or transfer is valid. The acknowledgement and/or consent shall be recorded and a copy of the recorded acknowledgement and/or consent shall be provided to the City.

The AHC also requires that the AHC Units can only be owned by the Owner as that Owner's principal residence, as defined in the Michigan General Property Tax Act (MCL 211.7).

ARTICLE X

PARTY WALL

Section 1. **Party Wall.** Any wall partition which is built as a part of the original construction of the building contained within a Unit and placed on the boundary line between two

Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. **Repair and Maintenance.** Repair and structural maintenance of any party wall placed on the boundary line between two Units shall be undertaken by the two Co-owners and the cost therefor borne equally by the Co-owners. The cost of maintenance and repair of the exterior of the party wall, including, without limitation, such attachments as insulation, wiring and drywall plaster, shall be borne solely by the Co-owner who makes use of or solely benefits from such exterior.

Section 3. **Destruction of Wall.** If the party wall is damaged or destroyed by fire or other casualty, the two Co-owners directly affected shall restore the wall to substantially its condition prior to such casualty and the expense of such restoration shall be borne equally by the Co-owners.

Section 4. **Co-owner Responsibility for Repair.** In the event the party wall is damaged or destroyed through the act or omissions of a Co-owner, its occupant or guest (whether or not such act or omission is negligent or otherwise culpable) so as to deprive the adjoining Co-owner of the full use and enjoyment of such wall, then the Co-owner (or its occupant or guest) causing such damage shall proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction and such responsible Co-owner shall bear the entire expense thereof including, if applicable, the expense of restoration of the exterior, including damaged attachments of the party wall benefitting the other Co-owner. In the event of an emergency caused by a Co-owner, the other Co-owner shall have the right to undertake the repair as is reasonably necessary after providing the Co-owner causing the damage with notice of the need to repair within a time period that is reasonably necessary in light of the nature of the emergency, and the Co-owner causing the damage shall be obligated to reimburse the Co-owner undertaking the repair within thirty (30) days of receipt of the invoice therefor with the corresponding back-up.

Section 5. **Right of Contribution.** The right of any Co-owner to contribution from the other Co-owner under this Article shall be appurtenant to the land and shall pass to such Co-owner's successors in title.

Section 6. **Modification of the Party Wall.** In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, a Co-owner proposing to modify, make additions to or rebuild improvements in its Unit in any manner which requires any alteration of the party wall shall first obtain the written consent of the other Co-owner to such modification of the party wall, and is subject to approval by the City.

Section 7. **Easement.** Each Co-owner shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of a Unit and to enter a Unit to undertake its respective installation, maintenance, repair and replacement obligations set forth in this Article X.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. **Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. **Mortgagee Consent.** Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act. The notice required to be mailed to first mortgagees under Section 90a of the Act shall be sent to first mortgagees via certified mail, return receipt requested.

Section 3. **By Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. **Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer of 80% of non-Developer Co-owners, and, in accordance with Section 90a of the Act, their mortgagees.

Section 6. **Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.

ARTICLE XIII

HUD PROVISION

Notwithstanding any other provisions of the Master Deed or the Bylaws to the contrary, for so long as a Unit is the subject of agreement with, lien of, or restriction by the U.S. Department of Housing and Urban Development ("HUD"), including, but not limited to, any use agreements, regulatory agreement or Housing Assistance Payments Contract, to the extent that any requirement, restriction, obligation or duty contained in the Master Deed or Bylaws and applicable to a Unit, the Co-owner of a Unit, or any subsequent Co-owner of a Unit (including without limitation, the U.S. Department of Housing and Urban Development as mortgagee in possession), conflicts with "Program Obligations" (as hereinafter defined), the restrictions, terms and requirements of Program Obligations shall govern. For purposes of the foregoing, "Program Obligations" shall mean (1) all agreements between the Co-owner of a Unit and HUD, and all agreements, covenants and encumbrances including those recorded in the land records for the benefit of HUD and applicable to a Unit (collectively "HUD Agreements"); (2) all applicable statutes (including without limitation the federal Anti-Deficiency Act), and any regulations issued by HUD pursuant thereto that apply to a Unit, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process; and (3) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to a Unit, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to a Unit only to the extent that they interpret, clarify and implement terms in HUD Agreements rather than add or delete provisions from such documents.

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RENOVARE YPSILANTI HOMES, LLC,
a Michigan limited liability company

By: ________________________________

Its: Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF ____________)

On this ____ day of __________, 2023 in ______________ County, Michigan, the foregoing Master Deed was acknowledged before me by ________________, the Manager of Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, on behalf of the company.

____

Notary Public, County of _________, Michigan
My commission expires: ____________
Acting in the County of _________________ of Michigan

Master Deed drafted by:
C. Kim Shierk, of
Williams Williams Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

When recorded, return to drafter

DORSEY ESTATES II

MASTER DEED

This Master Deed is made and executed on this __th day of _________, 2023, by Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer", whose post office address is 42 Watson Street, Suite B, Detroit, Michigan 48201, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Dorsey Estates II as a Condominium Project under the Act and does declare Dorsey Estates II shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Dorsey Estates II, Washtenaw County Condominium Subdivision Plan No. _____. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Ypsilanti. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

Land in the City of Ypsilanti, Washtenaw County, Michigan, described as follows:

[Legal description to be inserted]

Together with and subject to all other easements and restrictions of record, including without limitation those referenced in Article IX below, and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, and any rules and regulations of Dorsey Estates II Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Dorsey Estates II as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. **Act**. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means Dorsey Estates II Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **City.** “City” shall mean the City of Ypsilanti, Michigan.

Section 5. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, licenses, rights and appurtenances belonging to Dorsey Estates II as described above.

Section 8. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean Dorsey Estates II as a Condominium Project established in conformity with the Act.

Section 9. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. **Consolidating Master Deed**. "Consolidating Master Deed" means the final amended Master Deed which shall describe Dorsey Estates II as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted if any. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 11. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. **Construction and Sales Period .** "Construction and Sales Period ", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a three mile radius of the Condominium.

Section 13. **Developer**. "Developer" means Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. Developer as used herein shall not, however, include the term "Successor Developer" as defined in Section 135 of the Act.

Section 14. **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or

(b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 15. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Dorsey Estates II, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof, including the roads (until such time as they are dedicated), walkways (until such time as they are dedicated, if ever), project sign (if any), mail kiosk (if any), parking spaces identified in Exhibit B attached as General Common Elements (if any), and landscaped and open areas.

(b) Storm Water Drainage System. The storm water drainage system throughout the Project.

(c) Electrical. The electrical transmission system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(d) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(e) Gas. The gas distribution system throughout the Project, up to the point of connection to, but not including, the meter servicing the individual Units.

(f) Water Distribution System. The water distribution system throughout the Project, up to the point of entry to Units, including the meter servicing each building, the lateral line that serves all Units in a building, and the shut off valve servicing each individual Unit.

(g) **Sanitary Sewer System**. The sanitary sewer system throughout the Project, up to the point of entry to Units, including the lateral line that serves all Units in a building, and the clean-out and check valves servicing each individual Unit.

(h) **Cable and Telecommunications**. The telecommunications system and cable service, if and when it may be installed, up to, but not including connections and service lines to provide service to individual Units.

(i) **Pocket Parks.** The pocket parks depicted as a General Common Element on Exhibit B, subject to the rights of the Co-owners of units in Dorsey Estates I to use same pursuant to the easement reserved in Article VIII, Section 8 below.

(j) **Construction**. Slabs, supporting columns, basements, Unit and its appurtenant garage perimeter walls, shaft walls between Units, roofs, trusses, ceilings, subfloors, siding, brick, supporting beams, chimneys, if any, and privacy walls between balconies, if any.

(k) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

(l) **Air Conditioner Screening Fences**. To the extent installed, the air conditioner screening fences throughout the Condominium.

Section 2. **Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches, Service Walks and Patios**. Each porch, service walk and patio, if any, is restricted in use to the Co-owner of the Unit which is serviced by the porch, service walk or patio as shown on Exhibit B hereto.

(b) **Balcony**. Each balcony, if any, with the exception of the balcony privacy screening wall, if any, is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.

(c) **Air Conditioner Compressors, Furnaces and Ventilation Systems**. Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same and each furnace and ventilation system, is restricted in use to the Co-owner of the Unit which such air conditioner compressor, furnace, and ventilation system serves.

(d) **Garage Parking Spaces**. Each parking space within each parking garage is appurtenant as a Limited Common Element to the Unit that opens into such garage.

(e) **Garage Doors and Garage Door Openers**. Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) **Doors, Door Walls, Windows and Screens**. Doors, door walls, windows and screens shall be limited in use to the Co-owners of Units to which they are attached.

(g) **Sanitary Sewer**. The vertical sanitary sewer line and internal plumbing lines contained within a Unit that serves a single Unit is a Limited Common Element to the Unit it serves.

(h) **Water Line**. The vertical water line and internal supply lines that serves a single Unit is a Limited Common Element to the Unit it serves.

(i) **Parking Spaces Servicing Units 1 through 3.** The parking spaces servicing Units 1 through 3, depicted on Exhibit B attached.

(j) **Interior Surfaces.** The interior surfaces of a Unit and its appurtenant garage shall be limited to the exclusive use and enjoyment of the Co-owner of such Unit; provided, however, that utilities benefiting another Unit or Units may be located within a Unit.

Section 3. **Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Porches, Service Walks and Patios**. The costs of maintenance, repair and replacement of each porch, service walk and patio described in Article IV, Section 2(a) above, including the removal of snow, shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of improvements located within each porch and patio depicted on Exhibit B attached shall be the responsibility of the Co-owner serviced by the particular porch and patio.

(b) **Balconies**. The costs of maintenance, repair and replacement of each balcony described in Article IV, Section 2(b) above, including without limitation staining of the wood decks, shall be borne by the Association. Co-owners shall not be permitted to install improvements within or otherwise modify the balcony. Notwithstanding the foregoing, the ordinary cleaning of each balcony and the improvements located within each balcony shall be the responsibility of the Co-owner serviced by the particular balcony.

(c) **Air Conditioner Screening Fences**. To the extent installed, the cost of maintenance, repair and replacement of air conditioner screening fences referenced in Article IV, Section 1(l) above shall be borne by the Association.

(d) **Air Conditioner Compressors, Furnaces and Ventilation Systems.** The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same, and each furnace and ventilation system, as described in Article IV, Section 2(c) above, shall be borne by the Co-owner of the Unit which such air conditioner compressor, furnace and ventilation system services.

(e) **Doors, Door Walls, Windows and Screens.** The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and door walls, and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(f) **Roads, Parking Spaces and Sidewalks**. The Association shall be responsible for the maintenance, repair and replacement of all roads and parking spaces described in Article IV, Section 1(a) above and in Section 2(i) above, including the removal of snow.

(g) **Interior Surfaces**. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(j) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(h) **Utility Costs**. All costs of electricity and natural gas servicing a Unit, and all costs of maintenance, repair and replacement of the meters for electricity and natural gas servicing a Unit, shall be borne by the Co-owner of the Unit. All costs of water and sanitary sewer expenses, including the meter recording such usage, shall be borne by the Association.

(i) **Garage Doors and Garage Door Openers**. The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs therefor shall be borne by the Association; the costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault, garage doors, shall be borne by the Co-owner of the Unit to which they service.

(j) **Site Lighting**. All site lighting fixtures attached to garage fronts and adjacent to the front porches shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors and adjacent to the front porch exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. The cost of electricity and any other expenses associated with the operation of the site lighting fixtures (except for certain light bulbs as provided above that are an Association obligation), shall be borne by the Co-owner of the Unit to which the site lighting fixtures are appurtenant. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof and shall not be removed or disengaged by the Co-owners. Further, all exterior lighting must comply with applicable City codes and ordinances, including being directed downward and shielded so as not to shine on adjacent property and being within the maximum permitted fixture height and illumination levels.

(k) **Garage Parking Spaces**. The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Association. Notwithstanding the foregoing, the ordinary cleaning of garage parking spaces shall be the responsibility of the Co-owner of the Unit serviced by the garage parking space.

(l) **General Common Element Parking Spaces, Landscaping, Hardscaping, and Furniture located in the General Common Elements**. The repair, replacement and maintenance of the parking spaces, landscaping (including the mowing of grass), hardscaping and furniture, if any, located in the General Common Element open areas, referenced in Article IV, Section 1(a) above, including without limitation the irrigation system, if any, that serves the landscaping, shall be borne by the Association.

(m) **Sanitary Sewer.** The repair, replacement and maintenance of the sanitary sewer line referenced in Article IV, Section 1(g) above shall be borne by the Association. The repair, replacement and maintenance of the sanitary sewer line referenced in Article IV, Section 2(g) above shall be borne by the Co-owner of the Unit served by the sanitary sewer line.

(o) **Water**. The repair, replacement and maintenance of the water line and related items referenced in Article IV, Section 1(f) above shall be borne by the Association. The repair, replacement and maintenance of the water line and internal supply lines referenced in Article IV, Section 2(h) above shall be borne by the Co-owner of the Unit served by the water line and internal supply lines.

(p) **Mail Kiosk.** The repair, replacement and maintenance of the mail kiosk referenced in Article IV, Section 1(a) above shall be borne by the Association.

(q) **Contents of the Unit**. All contents of the Unit, including without limitation furnaces, ventilation, appliances, cabinets, plumbing fixtures, counters, interior doors and hardware, sinks, tile and flooring, interior paint, wallpaper, interior trim, and window treatments shall be repaired, replaced and maintained by the Co-owner of the Unit they serve.

(r) **Other**. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, including without limitation the exterior staining and painting of garages and Units exterior walls, and exterior siding, masonry and trim, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

Section 4. **Storm Water Sewer**. Pursuant to the PUD Agreement (defined below), once constructed, the repair, replacement and maintenance of the storm water sewer system in the Condominium, including without limitation the detention pond and access drive to same, shall be owned and maintained by the City.

Section 5. **Utility Lines and Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility service lines, systems and equipment servicing an individual Unit shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 6. **Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **<u>Description of Units</u>.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Dorsey Estates II as prepared by Midwestern Consulting and attached as Exhibit B hereto. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished sub floor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. **<u>Percentage of Value</u>.** The percentage of value assigned to each Unit in Dorsey Estates II shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association (which voting shall be in accordance with Article VIII, Section 1 of the Bylaws.) The total value of the Project is 100%.

ARTICLE VI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **<u>By Developer</u>.** Subject to the prior approval of the City, Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **<u>Subdivide Units; Consolidate Units; Relocate Units</u>.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **<u>Amend to Effectuate Modifications</u>.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided, consolidated or modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. **By Co-owners.** One or more Co-owners may undertake, subject to the prior approval of the City:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment and shall obtain the approval of the City. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Washtenaw County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment and shall obtain the approval of the City. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

Section 3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

Section 4. **City Approval.** All modifications contemplated by this Article VII shall be subject to the prior approval of the City of Ypsilanti.

ARTICLE VII

CONVERTIBLE AREAS

Section 1. **Designation of Convertible Areas.** All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

Section 2. **The Developer's Right to Modify Units and/or Common Elements.** Subject to the prior approval of the City of Ypsilanti, Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording hereof, to enlarge, extend, diminish and/or relocate Units and the residences located therein; and to construct private amenities on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan. The Developer shall also be entitled to convert General Common Element into Limited Common Elements as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and extensions of dwellings and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a dwelling extension, such as a garage, may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. **Developer's Right to Grant Specific Right of Convertibility.** The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. **Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion and as approved by and in accordance with City ordinances.

Section 5. **Amendment of Master Deed and Modification of Percentages of Value.** Such conversion, of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. The Developer shall, however, have the right to close on the sale of a Unit, notwithstanding the fact that the Unit may not conform in size and/or shape to the depiction of the Unit on the Condominium Subdivision Plan, provide that either an amendment to the Master Deed or a Consolidating Master Deed depicting the modified Unit, is ultimately recorded as required by the Act and this Master Deed.

Section 6. <u>Consolidating Master Deed</u>. A Consolidating Master Deed (subject, however, to Article III, Section 10 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 7. <u>Consent of Interested Persons</u>. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VII, and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

EASEMENTS

Section 1. <u>Easement for Maintenance of Encroachments and Utilities</u>. There shall be easements to, through and over the entire Project (including all Units) for the continuing maintenance, repair, replacement and enlargement of General Common Elements in the Project. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, walls and ceilings (including interior Unit walls, floors and ceilings) contained therein for the location and continuing maintenance and repair of all utilities in the Condominium and air conditioner leads. There shall exist easements of support with respect to any Unit interior walls which supports a Common Element.

Section 2. <u>Roads and Utilities Easements</u>.

(a) <u>Roads and Walkways</u>. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described below, easements for the unrestricted use of all roads, sidewalks and walkways in the Condominium for the purpose of ingress and egress to and from the public right-of-way in N. Park Street and N. Grove Street and the adjacent condominium development known as, or to be known as, Dorsey Estates I on the land described as follows:

[INSERT LEGAL DESCRIPTION FOR DORSEY ESTATES I]

Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be the responsibility of the Co-owners in this Condominium. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

The Developer further reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period , and the Association shall have the right thereafter, to dedicate to the public a right-of-way (of such width as may be required by the local public authority) over any or all of the roadways in the Condominium shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) **Utility Easements.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period , and the Association shall have the right thereafter to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 3. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the

Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of- way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. **Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements, if applicable. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. **Telecommunications Agreements.**

(a) Both the Developer and the Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period , shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium project within the meaning of the Act and shall be paid over to and shall be the property of the Association, unless the company is operated by the Developer as reserved in sub-paragraph (b) or the easement is approved by the Developer during the Construction and Sales Period , upon which event they shall be paid over to and shall be the property of the Developer.

(b) The Developer may establish cable and/or satellite service provide fiber optic service or other form of communication facility in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment cable and/or satellite equipment and any other equipment installed by Developer to provide a communication facility ("Communication Improvements") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communication Improvements, in the event the Communication Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

Section 6. **Emergency Vehicle and Service Vehicle Access Easement.** There shall exist, and it is hereby granted, for the benefit of the City, or other emergency or public service agency or authority, an easement over the roads in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any street, road or driveway to the public.

Section 7. **Pocket Parks**. The Developer will establish in Dorsey Estates II certain pocket parks that are depicted on Exhibit B attached, primarily for the use and benefit of the Co-owners in Dorsey Estates II and Dorsey Estates I, and the lawful permittees and occupants of such Co-owners. Pursuant to agreement with the City, the Developer hereby reserves for the benefit of the members of the general public of the City the right to use the pocket parks so long as such persons do not disturb the peace or conduct themselves in a manner which interferes with the reasonable use of the pocket parks by the Co-owners for whose use and benefit the pocket parks have been primarily established. The Association may also make reasonable rules and regulations concerning admittance to the pocket parks by members of the general public subject, however, to any required approval by the City.

ARTICLE IX

GOVERNMENT AGREEMENTS

Section 1. **Planned Unit Development Agreement**. The Condominium is subject to the terms of a certain Planned Unit Development Agreement entered into between Developer and the City of Ypsilanti ("PUD Agreement"). In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Agreement, City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws subject to the PUD Agreement.

Pursuant to the PUD Agreement, the Developer and all future Co-owners as to their respective Unit, and the Association as to the General Common Elements in the Condominium, shall maintain and preserve any and all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed open space), setbacks, storm drainage, detention and retention facilities and easements, and any other private Common Elements and improvements for or within the Condominium in good working order and appearance at all times and in accordance with the PUD Agreement. The Condominium is also subject to the PUD Documents (as defined in the PUD Agreement, and the regulations of the Condominium provided in the PUD Documents.

The ongoing obligations of the Developer set forth in the PUD Agreement with respect to a Unit shall automatically transfer to the individual Co-owner upon transfer of title to that Unit to the Co-owner. The ongoing obligations of the Developer set forth in the PUD Agreement with respect to the General Common Elements shall automatically transfer to the Association on the date of the Transitional Control Date.

Any changes to the PUD Agreement requires the prior written approval of the City.

Section 2. Historic District Requirements. A Certificate of Appropriateness has been issued by the City of Ypsilanti Historic District Commission ("HDC"), dated August 15, 2022, wherein the HDC approved the materials, exterior designs and color palette proposed to meet the Secretary of the Interior's Standards for contemporary designs that shall be compatible with and not destroy significant original material. Any changes to the work approved by the HDC requires the prior written approval of the HDC.

Section 2. Community Benefits Agreement Requirements. All Units in the Condominium can only by owned by the Owner as that Owner's principal residence. Any changes to the CBA requires the prior written approval of the City.

Contact information for the City is as follows:
City of Ypsilanti Office of Economic Development
1 S. Huron St
Ypsilanti MI 48197
(734) 483-1100

ARTICLE X

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of (66-2/3) % of the Unit Co-owners, except as hereinafter set forth:

Section 1. <u>Modification of Units or Common Elements</u>. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and first mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. <u>Mortgagee Consent</u>. Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act. The notice is to be mailed to first mortgagees under Section 90a of the Act shall be sent to first mortgagees via certified mail, return receipt requested.

Section 3. <u>By Developer</u>. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees, in the Project.

Section 4. <u>Change in Percentage of Value</u>. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. <u>Termination, Vacation, Revocation or Abandonment</u>. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer; of 80% of non-developer Co-owners; and, in accordance with Section 90a of the Act, their mortgagees.

Section 6. <u>Developer Approval</u>. During the Construction and Sales Period , the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

ARTICLE XI

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.

RENOVARE YPSILANTI HOMES, LLC,
a Michigan limited liability company

By: ________________________________

Its: Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF ____________)

On this _____ day of ______________, 2023, in ______________ County, Michigan, the foregoing Master Deed was acknowledged before me by ________________, the Manager of Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, on behalf of the company.

____

Notary Public, ___________ County, Michigan
My commission expires: _______________
Acting in ________________ County, Michigan

Master Deed drafted by:
C. Kim Shierk, of
Williams Williams Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009
When recorded, return to drafter

REQUEST FOR LEGISLATION

TO:	Mayor and City Council
FROM:	Joe Meyers
DATE:	February 21, 2023
SUBJECT:	Construction Monitoring and Disbursement Agreement

DESCRIPTION:
Construction Monitoring and Disbursement Agreement

SUMMARY:

Over the past two years, the city has worked to bring 220 N. Park, now Dorsey Estates to fruition. We are now at the end of the process and the financing is working through the process, we are part of the Construction Monitoring and Disbursement Agreement (CMDA) because we will be placing a mortgage on the property to ensure compliance with the CBA. The CMDA is with Renovare Ypsilanti Homes LLC, Magnet Lending Corporation, Michigan Community Capital, The City of Ypsilanti, Washtenaw County, Washtenaw County brownfield Redevelopment Authority, and Ann Arbor Community Foundation.

Each party is funding a different part of the project. The funding sources are as follows:

- Magnet Lending Corporation – TIF Bridge loan to cover the infrastructure improvements prior to the TIF paying.
- Michigan Community Capital – Construction Line of Credit
- The City of Ypsilanti – Mortgage to ensure CBA compliance
- Washtenaw County – ARP funding for affordable housing
- Washtenaw County Brownfield Redevelopment Authority – Grant and loan for TIF improvements
- Ann Arbor Community Foundation – Unsecured loan as part of the project

This agreement pulls together how all the funding will be placed in escrow and how it will be released as part of the construction process.

The city will not be placing any funding into the escrow and is only part of this process because of the mortgage placed on the property. The City Attorney has approved this document to form and has been part of the process of reviewing the documents of this development. While we are near the final document, due to the number of reviews happening might be a few slight changes but not affect the overall form of the document.

RECOMMENDED ACTION:
Staff recommends that City Council approve the CMDA with any small amendments to be approved by the City Manager and City Attorney.

ATTACHMENTS:

A. CMDA

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: ________

CITY MANAGER COMMENTS: ________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2023-037
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti has an interest in developing the 220 N. Park St Development, and

WHEREAS, the city has been working over the past year with Renovare Ypsilanti Homes LLC, Magnet Lending Corporation, Michigan Community Capital, The City of Ypsilanti, Washtenaw County, Washtenaw County brownfield Redevelopment Authority, and Ann Arbor Community Foundation to come to an agreement on this partnership, and

WHEREAS, the city will be part of this agreement based on the mortgage the city is applying to the property as part of the CBA and will have no financial impact on the city finances.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti approve the Construction Monitoring and Disbursement Agreement with Renovare Ypsilanti Homes LLC, Magnet Lending Corporation, Michigan Community Capital, The City of Ypsilanti, Washtenaw County, Washtenaw County brownfield Redevelopment Authority, and Ann Arbor Community Foundation with small changes to be approved by the City Manager and City Attorney.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-037

CONSTRUCTION MONITORING AND DISBURSEMENT AGREEMENT

THIS CONSTRUCTION MONITORING AND DISBURSEMENT AGREEMENT (“**Agreement**”) is entered into as of the ___ day of January, 2023, by and between **RENOVARE YPSILANTI HOMES, LLC**, a Michigan limited liability company (“**Borrower**”), with a mailing address at 13 North Washington Street, Ypsilanti, Michigan 48197, **REVOVARE DEVELOPMENT, LLC,** a Michigan limited liability company (“**Developer**”), with a mailing address of 13 North Washington Street, Ypsilanti, Michigan 48197, MAGNET **LENDING CORPORATION**, a Michigan nonprofit corporation (“**Magnet**”), with a mailing address at 502 E. Cesar E. Chavez Ave., Lansing, Michigan 48906, **MICHIGAN COMMUNITY CAPITAL**, a Michigan nonprofit corporation (“**MCC**”), with a mailing address at 502 E. Cesar E. Chavez Ave., Lansing, Michigan 48906 and **THE CITY OF YPSILANTI**, a Michigan municipal home rule CITY (the “**City**”), with offices located at One South Huron Street, Ypsilanti, Michigan 48197, and **WASHTENAW COUNTY**, a municipal corporation (the “**County**”), with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107, **WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, an authority established pursuant to Act 381 of 1996, as amended (“Act 381”) (the “**WCBRA**”), whose address is 220 N. Main Street, Ann Arbor, Michigan 48107, and the **ANN ARBOR AREA COMMUNITY FOUNDATION**, a Michigan _________________ (“**AAACF**”), whose address is ________________. Magnet, MCC City, County and WCBRA are sometimes collaterally referred to as “**Funding Parties**”.

RECITALS

A. The Borrower is the record owner of certain real estate commonly known as the Ypsilanti For-Sale Housing Project, located at 220 N. Park Street, Ypsilanti, Michigan, and legally described on **Exhibit A** attached hereto (the “**Real Estate**”).

B. The Borrower intends to construct forty-six single family for-sale homes, including nineteen 1,024 square foot cottages, fourteen 1,280 square foot duplex homes, and thirteen 1,280 square foot townhomes situated on the Real Estate (the “**Project**”).

C. MCC has agreed to provide funding for the Project to the Borrower in the form of a 24-month, One Million Six Hundred Thousand and 00/100 Dollars ($1,600,000.00) revolving construction line of credit (the “**Construction Loan**”).

D. Magnet has agreed to provide funding for the Project in the form of a 14 year One Million Six Hundred Thirty-Two Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($1,632,949.00) tax increment financing bridge loan (the “**TIF Bridge Loan**”, and together with the Construction Loan, the “**Loan**”).

E. The WCBRA has agreed to provide funding for the Project under the terms of the Washtenaw County Brownfield Redevelopment Authority Local Brownfield Revolving Fund Loan and Grant Agreement dated November 10, 2022 (the "**WCBRA LBRF Grant/Loan Agreement**") which provides for a grant in the amount of $500,000.00 and a loan in the amount of $500,000.00 as evidenced by a Promissory Note dated _____________, in the principal amount of $500,000.00 (the "**WCBRA BBRF Note**") (the Grant and the Loan are collectively, the "**WCBRA LBRF Grant/Loan**").

F. The County has entered into the following agreements with Borrower:

1. Washtenaw County Service Contract – Federal Funded; 2020 North Park, Ypsilanti, Michigan 48198, dated August 3, 2022, providing for funding for the Project (the "**Washtenaw ARP Funding**") in the amount of $3,600,000.00 (the "**Washtenaw ARP Agreement**").

2. A mortgage in favor of County, subordinate to all other financing and solely to secure Borrower's obligations under the Washtenaw ARP Agreement (the "**County Mortgage**").

G. The City has entered into the following agreements (collectively, the "**City Agreements**") with Borrower:

1. Land Contract dated August 21, 2022,

2. Community Benefits Agreement dated July 25, 2022, and

3. Planned Unit Development Agreement dated August 23, 2022.

4. A Mortgage in favor of City, subordinate to all other secured financing and solely to secure Borrower's obligations under the Community Benefits Agreement (the "**City Mortgage**").

H. Of even date herewith, Borrower has executed and delivered to MCC the following:

1. Construction Monitoring and Disbursement Agreement;

2. Promissory Note in the amount of One Million Six Hundred Thousand and 00/100 Dollars ($1,600,000.00) (the "**Construction Loan Note**");

3. Future Advance Mortgage (the "**MCC Mortgage**");

4. Assignment of Leases and Rents;

5. Environmental Indemnity Agreement;

6. Assignment of Construction Contract as Collateral;

7. Assignment of Architect's Contract as Collateral;

8. Collateral Assignment of Licenses, Permits and Approvals;

9. The City Mortgage; and

10. The County Mortgage.

I. Of even date herewith, Borrower has executed and delivered to Magnet the following:

1. Construction Monitoring and Disbursement Agreement;

2. Promissory Note in the amount of One Million Six Hundred Thirty-Two Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($1,632,949.00) (the "**TIF Bridge Loan Note**" and together with the Construction Loan Note, the "**Notes**");and

3. Collateral Assignment of Brownfield Reimbursement Agreement

The aforesaid Notes, Mortgage, Assignment of Leases and Rents, Construction Monitoring and Disbursement Agreement, Environmental Indemnity Agreement, Assignment of Construction Contract as Collateral, Assignment of Architect's Contract as Collateral, Collateral Assignment of Licenses, Permits and Approvals, Collateral Assignment of Brownfield Reimbursement Agreement and any other document or instrument evidencing or securing the Loan are hereinafter collectively referred to as the "**Loan Documents.**"

J. The Ann Arbor Area Community Foundation has agreed to provide funding for the Project under the terms of an unsecured loan agreement (the "**AAACF Loan Agreement**") in the amount of $820,000 (the "**AAACF Funding**").

K. Borrower and Developer entered into a Planned Unit Development Agreement dated _____________ (the "**Development Agreement**").

L. The parties to this Agreement have agreed that the Loan as defined in Recital D will be subject to the terms and provisions of this Agreement.

NOW, THEREFORE, for valuable consideration and in consideration of the covenants hereinafter contained, it is agreed as follows:

SECTION 1
WARRANTIES AND REPRESENTATIONS

The Borrower warrants and represents to the Funding Parties that:

1.1 Borrower has the legal authority and capacity to execute this Agreement and to execute any and all documents as hereinafter described and that the Borrower is a limited liability company in good standing under the laws of the State of Michigan and has authority to execute this agreement and all documents as hereinafter described.

1.2 Borrower is the fee simple title owner of the Real Estate; the Real Estate is free and clear of every kind or description of lien, lease or encumbrance, except those identified on the commitment of title insurance dated October 18, 2022, Commitment No. 705493, prepared by Cinnaire Title Services d/b/a/ Capital Fund Title Services, as agent for Stewart Title Guaranty Company (the "**Permitted Exceptions**"); Except for the Permitted Exceptions, and subordinate mortgages granted by Borrower to the County and the City coincident herewith, Borrower has not executed or permitted anyone on Borrower's behalf to execute, any conveyance, mortgage, lien, lease or encumbrance of or upon the Real Estate; Borrower has made no contract to sell all or any part of the Real Estate to any person; Borrower is the sole owner of the Real Estate; there are no unpaid claims for labor performed, materials furnished or services rendered in connection with the demolition or construction of any structure on the Real Estate in respect of which construction liens have been or may be filed; no real estate taxes or special assessments remain unpaid to the extent that penalties have accrued against the Real Estate; improvements on the Real Estate are all located entirely within the bounds of the Real Estate; there are no encroachments on the Real Estate; there are no known existing violations of zoning ordinances or other violations of restrictions applicable to the Real Estate; there is no judgment of any court of the State of Michigan or of any court of the United States that is or may become a lien on the Real Estate; Borrower is not now a party to any litigation pending in any court in Michigan; no part of the Real Estate has been damaged or taken in condemnation or other like proceedings, and no such condemnation or other proceeding is now pending; and Borrower is not involved in any bankruptcy, reorganization or insolvency proceeding.

1.3 Borrower has obtained, or will obtain, all of the necessary governmental permits, approvals and authorizations in order to construct the Project.

1.4 The Project will satisfy all existing applicable zoning ordinances and governmental statutes and regulations.

1.5 All of the costs of the Project and the sources and uses of the funds for payment of such costs are accurately summarized on **Exhibit B** attached hereto.

SECTION 2
COVENANTS

2.1 Other than the predevelopment work performed prior to the date of this Agreement, Borrower will not permit any work or materials to be furnished in connection with the Project until (i) Borrower has signed the Loan Documents; (ii) the MCC Mortgage and other security interests in the Property have been duly recorded and perfected; (iii)

MCC has been provided evidence, satisfactory to MCC, that Borrower has obtained all insurance required under this Agreement or any Loan Documents and that MCC's liens on the Real Estate and improvements are valid perfected first liens, subject only to such exceptions, if any, acceptable to MCC.

2.2 Borrower will complete construction of the Project in accordance with the plans and specifications reviewed and approved by MCC in writing (the "**Approved Plans**"); plans and specifications approved by MCC as of the date of this Agreement are described on attached **Exhibit C.** Borrower will cause the Project to be completed on or before the completion date described in **Exhibit C.**

2.3 Borrower will cause all work to be performed upon the Real Estate in accordance with the contract or contracts, if any, as described in **Exhibit C**. Borrower represents that said contracts include all of the work to be performed to complete the Project.

2.4 Borrower will not materially deviate, nor permit any material deviation from the Approved Plans without the prior written consent of MCC. If any change or deviation in the Approved Plans shall cause an increase in the cost of construction, Borrower will deposit with MCC funds equal to such additional costs, or at MCC's option, provide evidence satisfactory to MCC to assure Borrower's ability to pay such additional costs. Notwithstanding the foregoing, the Borrower is not prohibited from making minor changes to the Approved Plans provided that (a) the cost of any change shall not exceed $50,000.00 in any one instance and (b) the total costs of the Project do not exceed total development cost shown on **Exhibit B**.

2.5 Borrower will maintain and pay all premiums for any and all insurance required by this Agreement. Such policy or policies shall be in such amounts and such carriers as may be reasonably acceptable to MCC and shall be non-cancelable except upon thirty (30) days prior written notice to MCC.

2.6 Borrower shall timely submit all real estate tax and special assessment bills for funding from the Funding Account (as defined in Section 4.2, below), in like manner as prescribed for disbursements in Section 4 hereof, and disbursements will be made therefor, provided funds are available in the Funding Account; Borrower shall thereafter pay all real estate tax and special assessment bills within five (5) days following receipt of such disbursement. Notwithstanding the foregoing, Borrower will cause to be paid when the same become due, all real estate taxes and special assessments which are levied against any of the Real Estate before penalty shall accrue thereon.

2.7 Borrower will not suffer or permit any construction lien claims to be filed or otherwise asserted against the Real Estate or the Project or any funds due any contractor and will promptly discharge the same in case of filing of any claims of lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such claim of lien upon furnishing to the title insurance company insuring the Loan Documents such security or indemnity as it may require to induce said title insurance company to issue title insurance insuring against all such claims or liens, and provided further, that MCC will not be required to make any further disbursement of the proceeds of the Loan or any other Project Funding held by MCC or Magnet, until any lien claims shown by any title insurance have been so insured against by said title insurance company.

2.8 If Borrower shall fail promptly either (i) to discharge, or (ii) to contest any such claims asserted and give security or indemnity in the manner provided in Section 2.7 hereof, or having commenced to contest the same, and having given such security or indemnity shall fail to prosecute such contest with diligence, or to maintain such indemnity or security so required by the title insurance company insuring the loan documents for its full amount, or upon adverse conclusion of any such contest, to cause any judgment or decree to be satisfied and lien to be released, then and in any such event, MCC may, in its reasonable discretion, in view of the circumstances, but shall not be required to, procure the release and discharge of any such claim and any judgment or decree thereon, and further, may in its sole discretion, effect any settlement or indemnity to said title insurance company, and any amounts so expended by MCC, including premiums paid or security furnished in connection with the issuance of any surety bonds, shall be deemed to constitute disbursement of the proceeds of the Loan hereunder. In settling, compromising or discharging any claims for lien, MCC shall not be required to inquire into the validity or amount of any such claim.

2.9 Borrower will make all payments of principal and interest on the indebtedness evidenced by the Loan Documents as provided for herein as the same become due hereunder, with interest payments being drawn from the Interest Reserve, as defined in the Construction Loan Note, provided sufficient funds remain in the Interest Reserve to pay such interest. In the event the amount of advances made by MCC and Magnet in accordance with the terms of the Loan Documents, exceed the total amount of the Loan, Borrower will, immediately upon demand therefore, reimburse MCC or Magnet, as applicable for such excess and all such amounts until paid shall constitute additional indebtedness hereunder secured by the terms hereof with interest thereon at the default rate payable on the Notes.

2.10 Borrower shall at all times have funds available to complete the Project. In the event the cost of completing the Project shall increase during the period of construction (for whatever reason) or if circumstances at any time result in a shortfall such that the undisbursed balance of the Loan shall be less than the balance of the cost of completing the Project as estimated by MCC, Borrower shall within ten (10) days after such determination deposit with MCC such deficiency for disbursement by MCC in accordance with the terms hereof. To the extent Borrower receives funds from investors, all such funds are to be deposited into a non-interest bearing pledged account with MCC.

2.11 Borrower shall fully perform in a timely fashion, all if its obligations under the terms of the WCBRA LBRF Grant/Loan Agreement.

2.12 Borrower shall fully perform in a timely fashion, all if its obligations under the terms of the Washtenaw ARP Agreement. The parties to this Agreement acknowledge that, subject to the right of MCC and MLC to cure Borrower defaults under Section 6.3 hereof, upon a written determination by the County (the "**Failure Notice**") that the Project has become a Failed Project, the County shall be entitled to a return of all portions of the Washtenaw ARP Funding which remain in the Funding Account at the time of receipt by MCC of the Failure Notice. For purposes hereof, the Project shall be deemed a Failed Project upon the occurrence of any of the following events:

1. Abandonment of the work on the Project for a continuous period of more than six (6) months.

2. Failure of Borrower to construct the Project in material compliance with the Approved Plans.

3. The Project is not completed on or before December 31, 2025.

4. The low-income housing portion of the Project is not completed on or before December 31, 2024.

2.13 Borrower shall fully perform in a timely fashion, all of its obligations under the City Agreements.

2.14 Borrower shall fully perform, in a timely fashion, all of its obligations under the AAACF Loan Agreement.

2.15 Borrower and Developer shall fully perform, in a timely fashion, all of their respective obligations under the Development Agreement.

2.16 Borrower shall provide to MCC, upon demand, such evidence, certificates, resolutions, information, opinions and documents as MCC may reasonably require from time to time from or with respect to Borrower or any guarantor.

2.17 Except with respect to the financing described in Exhibit B, Borrower shall not (i) create, incur or assume indebtedness for borrowed money, including capital leases, or (ii) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets, except to MCC or Magnet.

2.18 Borrower shall not, without MCC's prior written consent, (i) engage in any business activities substantially different than those in which Borrower is presently engaged, (ii) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell collateral for the Loan out of the ordinary course of business, (iii) make any distribution with respect to any capital account, whether by reduction of capital or otherwise, (iv) modify or amend the articles of organization or operating agreement of the Borrower in any material respects, or (v) make any change of or to the ownership structure of Borrower.

2.19 Borrower shall not (i) loan, invest in or advance money or assets to any other person, enterprise or entity, (ii) purchase, create or acquire any interest in any other enterprise or entity, or (iii) incur any obligation as surety or guarantor other than in the ordinary course of business.

2.20 Borrower shall not make or permit to be made any modification or amendment of the Construction Contract (as hereinafter defined) or any agreement relating thereto or arising therefrom, nor shall general contractor be changed, without MCC's prior written consent.

2.21 Borrower shall not enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

2.22 Borrower shall obtain MCC's prior written consent before any portion of the Development Fee is paid other than pursuant to the schedule of Development Fee payments attached hereto as Exhibit D. The payment of any of the Development Fee shall not result in a shortfall in the funds available to complete the Project. The determination of the amount of funds necessary to complete the Project shall be made by MCC in its sole reasonable discretion. Notwithstanding the foregoing, Borrower is permitted to pay a portion of the Development Fee in the amount of $12,000.00 upon the closing of the sale of each residential unit in the Project.

2.23 100% of net sale proceeds of any residential units in the Project, less permitted payments of Development Fee, shall be remitted to MCC. MCC shall apply the net sale proceeds first to the repayment of any amount outstanding on the Construction Loan and then any remaining portion of the net sale proceeds shall be deposited in the Funding Account, as described in Section 4.2(a). Any portion of the net sale proceeds that are deposited in the Funding Account shall be disbursed to pay for Project Costs before any additional advances of the Construction Loan are made.

2.24 The Construction Loan will be repaid before all other funding sources.

2.25 All other project debt shall be subordinate in all respects to the Loan and subject to MCC's prior approval.

2.26 Borrower shall provide to Beneficiary [*this needs to be defined*] the following financial information and documentation:

1. Annual compiled, corporate financial statements of Borrower no later than one hundred twenty (120) days following the end of Borrower's fiscal year;

2. Annual federal tax returns of Borrower no later than fifteen (15) days following filing; and

3. Quarterly financial statements and portfolio summaries on other projects, on an as-requested basis.

2.27 Borrower shall provide copies of all revised construction schedules, change orders and other documents related to the Project's construction on an ongoing basis.

2.28 Not less than five (5) business days prior to closing on the sale of any residential unit in the Property, Borrower shall provide to MCC and all other Funding Parties, copies of all sale documentation and final settlement statements which shall be subject to approval by MCC. MCC shall provide or cause to be provided, all necessary mortgage releases with respect to the residential unit that is being sold. For purposes hereof, net sale proceeds shall mean the purchase price for a unit minus customary seller closing expenses, MCC's costs in reviewing and approving such sale, a $12,000 development fee, and sale commission.

2.29 The minimum sale price of each residential unit in the Property shall be the amount set forth in Exhibit E attached hereto.

2.30 Borrower shall provide to MCC copies of all fully executed and recorded (if applicable) Project- related documents.

2.31 All agreements with other funding sources with respect to residential unit prices, rents or affordability shall be subject to review and approval by MCC and Borrower shall cause all such agreements to remain in compliance during the term of the Loan.

2.32 The General Contractor shall carry a Payment and Performance Bond, in form acceptable to MCC, equal to the total cost of the construction contract.

SECTION 3
LOAN

3.1 The Loan is subject to the terms and conditions of this Agreement and shall be disbursed by MCC to Borrower directly or through a title insurance company at the discretion of MCC, or advanced at MCC's sole option to such persons, firms or corporations as have actually supplied labor, materials or services in connection with or incidental to the Project.

3.2 The mortgages held by any of the Funding Parties in connection with the Project shall provide that, upon the sale by Borrower of any residential unit in the Project, the mortgagee shall, upon written request of Borrower or MCC, provide authorization to the title insurance company performing the closing of the sale of such residential unit, to a release in recordable form ("**Release**") of the residential unit from the lien of such mortgage. Releases for each parcel shall be prepared and executed upon Borrower receiving individual tax identification numbers for each parcel, and the title insurance company shall hold such Releases in escrow until the authorization to record each Release is provided via electronic mail to title company for each residential unit at sale of such residential unit.

SECTION 4
PURPOSE OF BORROWING AND DISBURSEMENT PROCEDURE

4.1 All sums borrowed pursuant to the Notes, unless otherwise agreed by MCC in writing, shall be used by Borrower solely and exclusively for the purpose of paying those costs described in **Exhibit B** (the "**Project Costs**").

4.2 MCC shall have no obligation to disburse any of the Loan until MCC has received the following or confirmation of the following in form and substance acceptable to MCC:

(a) Evidence satisfactory to MCC that the WCBRA LBRF Grant/Loan has been awarded to the Project and that the proceeds of the WCBRA LBRF Grant/Loan have been deposited in a construction disbursement account established by Magnet at Key Bank (the "**Funding Account**") for use to pay TIF reimbursable Project Costs for Eligible Activities. All proceeds of the WCBRA LBRF Grant/Loan shall be advanced from the Funding Account to pay TIF reimbursable Project Costs for Eligible Activities before any proceeds of the Loan are advanced to pay TIF reimbursable Project Costs, except as otherwise agreed herein.

(b) Evidence satisfactory to MCC that the Washtenaw ARP Funding has been awarded to the Project. The proceeds of the Washtenaw ARP Funding shall be deposited in a separate, segregated ARP Funding Account at KeyBank for use to pay eligible costs for the construction of low-income housing only. All proceeds of the Washtenaw ARP Funding shall be advanced from the ARP Funding Account to pay for the costs of affordable housing in the Project before any proceeds of the Loan are advanced to pay costs of affordable housing in the Project. The Office of Community and Economic Development, in conjunction with Corporation Counsel, shall oversee disbursements from the ARP Funding Account and shall require all of the documentation set forth in Exhibit F with the understanding that such payments shall be for reimbursement of expenses incurred as opposed to advances.

(c) Deposit into the Funding Account of Borrower equity in the amount of $570,000.00 received by Borrower from the Ann Arbor Area Community Foundation, this amount constituting a total loan of $820,000 less repayment of a $250,000 predevelopment loan provided by the Ann Arbor Area Community Foundation. In addition to these funds, Borrower has contributed $130,000 Owner Equity spent on predevelopment expenses. Borrower shall provide documentation of payment of predevelopment expenses.

(d) A release of collateral assignment land contract in favor of Ann Arbor Area Community Foundation securing its predevelopment loan.

(e) Original paid-up builder's risk, fire, and extended coverage insurance in amount, form and with companies acceptable to MCC for the proposed Project on the Real Estate and attached loss payable clauses in favor of MCC as Mortgagee, without right of cancellation or change except upon thirty (30) days' written notice to MCC and proof of public and personal liability coverage for Borrower naming MCC as mortgagee and as an additional insured in such amounts and insuring against such occurrences as MCC my reasonably require from time to time. Workmen's Compensation insurance from General and sub-contractors and Flood insurance, if required.

(f) Execution and delivery to MCC and Magnet of all Loan Documents and the same shall, where appropriate, have been duly filed and recorded and the lien thereof duly established in a manner satisfactory to MCC.

(g) Evidence or assurance of the payment of all fees and charges as required for Loan closing and relating thereto, including without limitation title policy with construction lien insurance and such endorsements as MCC may require, survey, fire and casualty insurance as hereinbefore described, loan origination fees, closing costs, recording and notary fees, legal fees and other similar matters pertinent thereto.

(h) Evidence satisfactory to MCC and Magnet of the source and availability of sufficient funds to complete construction of the Project in accordance with **Exhibit B**.

(i) Evidence satisfactory to MCC that the Borrower holds an unencumbered fee title to the Real Estate subject to the Permitted Exceptions and the encumbrances described in Section 1.2 above.

(j) A complete set of final plans and specifications for the Project in form and substance acceptable to MCC and bearing the written approval of Borrower, the general contractor and all governmental authorities exercising jurisdiction over the Project or construction thereon.

(k) A copy of a Phase I Environmental Site Assessment, Phase II Environmental Assessment, Baseline Environmental Assessment and Due Care Plan for the Real Estate.

(l) An appraisal of the Project in form acceptable to MCC which, in the sole judgement of MCC, supports the projected sale prices of the residential units in the Project.

(m) Executed copies of the contracts entered into between Borrower and Wolverine Building as general contractor for the Project, and with Barry J. Polzin, Architects as the architect for the Project, in form and substance acceptable to MCC. The construction contract with Wolverine Building Group, Inc. dated as of December ____, 2022 (the "**Construction Contract**") shall be a cost plus contract and shall be for a final sum not to exceed **[Eleven Million Seven Hundred Sixty-Seven Thousand Thirteen and 00/100 Dollars ($11,676,013.00)]**. The Construction Contract shall not be modified or amended, nor shall the general contractor be changed, without MCC's prior written consent.

(n) Evidence that the Project and its use will comply fully with all applicable zoning and building laws, ordinances and regulations and all other federal, state and local laws and requirements.

(o) A construction progress schedule in form and substance acceptable to MCC.

(p) Evidence that all required utilities are at or available to the Project and that those utilities are adequate for the intended operation thereof.

(q) Copies of all permits, licenses, certificates and approvals as may be necessary to evidence the fact that the Project has received all governmental and other approvals as then may be required by law to construct, operate and own the Project.

(r) A survey of the land included in the Project, prepared within two (2) years prior to the date hereof by a registered land surveyor or registered civil engineer acceptable to MCC, certifying whether the Project is located within or without a special flood hazard area according to the then current FIA flood hazard boundary map issued by the Department of Housing and Urban Development and Federal Insurance Administration.

(s) A detailed cost breakdown covering all "direct" and "indirect" costs related to the construction of the Project.

(t) ALTA Mortgagee's Policy of Title Insurance without standard exceptions insuring MCC's first priority mortgage lien against the Real Estate together with such endorsements as MCC may require.

(u) Borrower will have satisfied any other conditions, limitations, or restrictions that MCC may reasonably require.

(v) The low-income housing portion of the Project shall be in compliance with the Affordability Covenants as recorded with the Washtenaw County Register of Deeds.

4.3 Project funding from all Funding Parties, except the Washtenaw County ARP funds, and other than MCC and Magnet shall be disbursed from the Funding Account by Magnet toward MCC approved Project materials, labor and other costs. Washtenaw County ARP funds shall be disbursed from the ARP Funding Account by Washtenaw County.

4.4 After all Borrower funds required to be committed have been disbursed toward MCC approved Project materials, labor and other costs, Loan proceeds and, subject to the provisions in Section 4.2(a) and 4.2(b) above, all other Funding Sources shall be disbursed by MCC to Borrower not more than once every thirty (30) days, according to the disbursement timeline set forth **Exhibit F** attached hereto, only for materials, labor, and services for which payment has been authorized by Borrower and which have been furnished in accordance with the Approved Plans, provided that all conditions of Section 4.2 hereof remain satisfied, and provided MCC has received the following:

(a) A request for advance in the form attached hereto as **Exhibit G** containing such information and accompanied by such other documentation as the MCC may require.

(b) Written approval of the requested advance by each Funding Party whose funding is being advanced pursuant to such request for advance, including an estoppel certificate in the form attached hereto as **Exhibit H**, or other evidence satisfactory to MCC, confirming that there has been no default by Borrower under the terms of any documents or instruments evidencing or securing the City Documents, the WCBRA LBRF Grant/Loan, or the Washtenaw ARP Funding, as applicable.

(c) Submission of a general contractor's sworn statement together with a certificate by the architect or engineer acceptable to MCC, certifying as to the portions of the Project that have been constructed prior to the date of said certification and application and the balance of the costs of completion of construction of the Project. The amount of each advance will be less the amount of any previous advances and less any amounts paid by Borrower for Project costs and will exclude any retainage required under the terms of the Construction Contract. All sworn statements must break out separately, costs associated with affordable housing and costs associated with market rate housing.

(d) A satisfactory inspection by an engineer, architect, appraiser or other inspector selected by MCC, that the work for which disbursement has been requested as contained in the certification described in sub-paragraph (c) have been completed. Lender shall be paid a fee for each such inspection equal to the fee charged by the MCC's inspector, which fee shall be paid by Borrower at the time of the requested disbursement.

(e) Current evidence of title by the title insurance company insuring title of the Borrower and the mortgage lien of MCC against liens of contractors, subcontractors and material suppliers to the extent of amount theretofore disbursed plus the full amount of the requested disbursement (subject to disbursement) and as a second lien upon the real estate, subject only to exceptions previously approved by MCC.

(f) Submission of waivers of construction liens for such contractors and any subcontractors as requested by MCC to the extent of such disbursement.

(g) An endorsement to the MCC's title insurance policy insuring to the full amount of the advanced loan proceeds.

(h) Such further documentation as MCC may reasonably request.

4.5 To the extent that Loan proceeds are to cover costs other than Construction Costs as shown in **Exhibit B**, MCC will disburse the same to the Borrower to the extent that Borrower has incurred the cost and if the same is personal property, title and possession has been delivered to Borrower, and such personal property is situated on the Real Estate, but subject to the provisions of Sections 4.2, 4.3 and 4.4 hereof.

4.6 Interest shall commence and accrue in accordance with the TIF Bridge Loan Note on the date hereof. Interest will commence and accrue in accordance with the Construction Loan Note on the date upon which the first disbursement of Loan proceeds occurs. The date of disbursement shall be the date that MCC disburses the same to the Borrower or for its account and if MCC deposits the same with the title insurance company for disbursement, the day of disbursement shall be the date it is deposited with the title insurance company. Interest due on the Loan will be paid out of proceeds of the Loan.

4.7 In the event of any default by Borrower hereunder, including, but not limited to, the failure to pay any interest or other sums due under either of the Notes when due, Lender shall have the right to disburse to itself from the Loan, any interest accrued and unpaid and other sums due and unpaid under the Notes.

4.8 Notwithstanding Section 4.5 above, MCC will not be required to advance any Loan proceeds for materials, supplies and equipment stored at the Project site for use in the construction of the Project and not yet incorporated in the Project improvements, except that MCC will advance loan proceeds for materials and equipment stored at other locations provided that prior to any such advances, MCC receives with respect to all such materials and equipment, (a) warehousemen's agreements acknowledging MCC's first priority security interest in such materials and equipment, (b) evidence of insurance for the full replacement cost of all such materials and equipment, in form satisfactory to MCC, (c) pictures of such materials and equipment, and (d) copies of bills of sale for all such materials and equipment.

4.9 MCC will not be required to make any advances in excess of the amounts which Borrower is obligated to pay to contractors, subcontractors, laborers and material suppliers.

4.10 MCC will not be required to make any advances for work done or materials supplied under the Construction Contract in excess of **[Eleven Million Seven Hundred Sixty-Seven Thousand Thirteen and 00/100 Dollars ($11,676,013.00)]**. Advances to pay retainage in the amount of $ ____________________ shall be paid in accordance with the terms of the Construction Contract.

4.11 Advances of proceeds of the Construction Loan shall not be permitted if such an advance would cause the outstanding Construction Loan balance to exceed Eighty Percent (80%) of the aggregate amount of projected release prices for residential units in the Project that remain uncompleted or unsold at the time of the requested advance.

SECTION 5
PAYMENT OF FEES AND EXPENSES

5.1 Borrower will pay MCC for all of its out-of-pocket expenses related to making, monitoring, performing and enforcing the Loan, including but not limited to the cost of appraisals, title insurance, surveys, recording costs, investigation of current and prior uses of the property, review of agency files, inspection of property, reasonable fees for MCC's legal counsel and architectural/engineering reviews and field and laboratory tests conducted as part of the environmental investigation.

5.2 Borrower agrees to pay to MCC:

(a) Loan Origination Fee in the amount of $16,000.00 on the date of this Agreement;

(b) Construction Draw Fee of $1,500.00 at the time of each advance of Loan proceeds; and

(c) All legal and other closing fees and charges payable on the date of this Agreement.

(d) All legal and other fees and charges relating to the sale of any housing unit shall be paid upon the closing of the sale of such housing unit.

5.3 Borrower agrees to pay to Magnet:

(a) A Loan Origination Fee of $16,329.00 on the date of this Agreement; and

(b) All legal and other closing fees and charges, payable on the date of this Agreement.

5.4 Borrower's $10,000.00 deposit previously paid to MCC shall be credited towards the Loan Origination Fee set forth in Section 5.2(a) above.

SECTION 6
EVENTS OF DEFAULTS AND REMEDIES

6.1 If one or more of the following events (referred to herein as an "**Event of Default**") occur:

(a) Default by Borrower in the payment of any sum when due under the Loan Documents or hereunder, on the date when due, if such default remains uncured by the date that is ten (10) days thereafter;

(b) The Borrower becomes insolvent or admits in writing its inability to pay debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee or receiver for Borrower or the Real Estate or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for Borrower or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Borrower; and, if instituted against Borrower is consented to or acquiesced in by Borrower, or remains for sixty (60) days undismissed, or Borrower shall make an assignment for the benefit of creditors;

(c) The Borrower fails within thirty (30) days after filing or entry to pay or bond or otherwise discharge any attachment or judgment which is unstayed on appeal, or otherwise;

(d) There shall occur an abandonment of the construction of the Project for more than thirty (30) consecutive days, and such abandonment continues unabated for a period of thirty (30) days following MCC's written demand to resume construction, but in no circumstance greater than sixty (60) consecutive days;

(e) Default by the Borrower in the performance of any of the agreements or covenants herein, or in any Loan Document beyond any applicable grace or cure period contained therein (and not otherwise constituting an Event of Default hereunder);

(f) If any representation made by Borrower herein or in the Loan Documents is untrue in any material respect, or any schedule, statement, report, notice, assignment or other writing furnished by Borrower to MCC, is untrue in any material respect on the date as of which the facts set forth are stated or certified;

(g) Failure of Borrower for a period of thirty (30) days after MCC's demand to procure to MCC's satisfaction dismissal or disposition of any proceedings seeking to enjoin or otherwise prevent or declare invalid or unlawful the construction, occupancy, maintenance, or operation of the Project or any portion thereof, as called for by the terms of this agreement or of any proceedings which could or might materially affect Borrower's ability to perform this agreement;

(h) If Borrower uses any proceeds of the Loan for any purpose not provided for herein;

(i) Default by Borrower under the terms of any of the City Agreements beyond any applicable grace or cure period;

(j) Default by Borrower under the terms of any documents or instruments evidencing or securing the WCBRA LBRF Grant/Loan beyond any applicable grace or cure period;

(k) Default by Borrower under the terms of any documents or instruments evidencing or securing the Washtenaw ARP Funding beyond any applicable grace or cure period;

(l) Default by Borrower under the terms of any documents or instruments evidencing or securing the AAACF Funding beyond any applicable grace or cure period; or

(m) Default by Borrower or Developer under the terms of the Development Agreement.

then, at its option, MCC may declare all sums to be due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived. MCC shall advise Borrower of any such declaration, but failure to do so promptly shall not impair the effect of such declaration.

6.2 Upon the occurrence of any Event of Default as aforesaid, MCC, in addition to all remedies conferred upon MCC by law and by the terms of the Loan Documents, may pursue any one or more of the following remedies concurrently and successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others:

(a) Take possession of the Real Estate and complete the Project and do anything in its reasonable sole judgment to fulfill the obligations of Borrower, including either the right to avail itself of and procure performance of existing contracts or let any contracts with the same contractors or others and to employ watchmen to protect the premises from injury. Without restricting the generality of the foregoing and for the purposes aforesaid, Borrower hereby appoints and constitutes MCC its and their lawful attorney-in-fact with full power of substitution in the premises to complete the Project in the name of the Borrower; to use unadvanced funds remaining under the Loan which may be reserved, or escrowed or set aside for any purpose here under at any time to complete the Project; to make changes in the Approved Plans which shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Approved Plans; to retain or employ new contractors, architects and inspectors as shall be required for said purposes; to pay, settle or compromise all existing bills and claims, which may be liens or security interests, or to avoid such bills and claims becoming liens against the Project, or as may be necessary or desirable for the completion of the Project or for the clearance or title; to execute all applications and certificates in the name of the Borrower which may be required by any of the documents thereto appertaining; and to do any and every act which Borrower might do in its own behalf; to prosecute and defend all actions or proceedings in connection with the Project or Real Estate; to take action and require such performance as it deems necessary under any of the bonds which may be in existence and to make settlements and compromises with the surety or sureties there under, and in connection therewith, to execute instruments or release and satisfaction; it being understood and agreed that this power of attorney shall be a power coupled with an interest and cannot be revoked. Notwithstanding the foregoing authorization, MCC shall have no duty or obligation whatsoever with respect thereto;

(b) Withhold further disbursements of the proceeds of the Loan and any other Project Funding held by Lender.

(c) Exercise its rights under any of the Loan Documents.

6.3 MCC and MLC shall have the right on Borrower's behalf, to cure any default by Borrower under the terms of any document or instruments evidencing or securing the City Agreement, the WCBRA LBRF Grant/Loan, the Washtenaw ARP Funding, or the AAACF Funding. Any amount expended or advanced by MCC or MLC to cure any such Borrower defaults shall be considered additional indebtedness under terms of the Loan.

SECTION 7
MISCELLANEOUS

7.1 All costs and expenses of MCC and Magnet in retaking and completing the Project, in exercising any other right or remedy hereunder including all advances by MCC and Magnet, and their agents, in connection with the holding, preparing for sale and selling or otherwise realizing upon any property in the event of any default hereunder, including court costs and reasonable attorneys' fees and legal expenses, shall constitute additional indebtedness of Borrower which Borrower promises to pay on demand plus interest at the default rate under the Construction Loan Note and which shall be entitled to the benefit of and be secured by the security herein granted.

7.2 MCC and its agents shall have at all reasonable times the right of entry and free access to the Real Estate and the right to inspect all work done, labor performed, and materials furnished with respect to the Project. MCC shall have the unrestricted access to and the right to copy all records, accounting books, contracts, subcontracts, bills, statements, vouchers, and supporting documents of Borrower relating in any way to the

Project. MCC and its agents shall take reasonable safety precautions when entering into any portion of the Real Estate in which there is ongoing construction activity.

7.3 No delay on the part of the MCC or Magnet in the exercise of any power or right or course of dealing in respect to any power or right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise of any other power or right.

7.4 Any notice or demand which by the provisions hereof is required or may be given or served to or upon Borrower shall be deemed to have been sufficiently given or served for all purposes by being sent certified mail, postage prepaid, addressed as shown on the first page hereof, unless some other addresses shall be substituted therefore by Borrower by written notice to MCC or Magnet. Any notices given to Borrower by any of the Funding Parties shall be copied to all other Funding Parties. Any notice which by the provisions hereof is required or may be given to MCC, Magnet, or any of the other Funding Parties shall be deemed to have been sufficiently given for all purposes by being sent by certified mail, postage prepaid, addressed as shown on the first page hereof, or at such other address as may be filed with Borrower.

7.5 All covenants, agreements and representations made by Borrower herein and by Borrower in the Loan Documents shall, notwithstanding any investigation by MCC or Magnet, be deemed material and relied upon by MCC and Magnet and shall survive the execution and delivery to MCC and Magnet of the Loan Documents.

7.6 This Agreement and the Loan Documents are delivered in, are intended to be performed in, will be construed and enforceable in accordance with and governed by the internal laws of, the State of Michigan, without regard to principles of conflicts of law. Borrower agrees that the state and federal courts in either Ingham County or Washtenaw County, at the discretion of MCC, shall have jurisdiction over all matters arising out of this Agreement and the Loan Documents, and that service of process in any such proceeding shall be effective if mailed to Borrower at the address set forth herein.

7.7 Borrower may not assign this Agreement or any part thereof, nor any of Borrower's rights hereunder without the prior written consent of all Funding Parties.

7.8 This Agreement shall not be construed to make any of the Funding Parties liable to materialmen, contractors, craftsmen, laborers, or others for goods and services delivered by them to or upon the Real Estate or for debts or claims accruing to the said parties against the Borrower, and it is distinctly understood and agreed that there are no contractual relationships, either expressed or implied, between any of the Funding Parties and any materialmen, subcontractor, craftsman, laborer or any other person supplying work, labor or materials on the Project or the Real Estate, nor shall any third person or persons, individual or corporate, be deemed to be a beneficiary of this Agreement or any term, condition or provision hereof or on account or omission of any of the Funding Parties.

7.9 There shall be no amendment, modification, or termination of any documents or instruments evidencing or securing the WCBRA LBRF Grant/Loan, the Washtenaw ARP Funding, or the City Agreements, without, in any event, the prior written consent of MCC.

7.10 In the event of any conflict between the terms of this Agreement and the terms of any documents or instruments evidencing or securing the WCBRA LBRF Grant/Loan, the Washtenaw ARP Funding, the City Agreements, or the Development Agreement, the terms of this Agreement shall govern.

7.11 In the event that any written request by MCC or MLC to any Funding Party under the terms of this Agreement is not denied in writing by such Funding Party within seven (7) business days after delivery of such written request to the Funding Party in accordance with Section 7.4 above, the request shall be deemed approved.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

[Signature page 1 of 6 to Construction Monitoring and Disbursement Agreement]

BORROWER:

Renovare Ypsilanti Homes, LLC, a Michigan limited liability company

Signed: ____________________
By: Shannon Morgan
Its: Authorized Signatory

DEVELOPER:

Renovare Development, LLC, a Michigan limited liability company

Signed: ____________________
By: Jill Ferrari
Its: Managing Partner

[Signature page 2 of 6 to Construction Monitoring and Disbursement Agreement]

MAGNET:

Magnet Lending Corporation, a Michigan nonprofit corporation

Signed: __________________________
By: Elisabeth Alexandrian
Its: __________________________

MCC:

Michigan Community Capital, a Michigan nonprofit corporation

Signed: __________________________
By: Elisabeth Alexandrian
Its: Vice President of Compliance

[Signature page 3 of 6 to Construction Monitoring and Disbursement Agreement]

THE CITY OF YPSILANTI, a Michigan municipal home rule City

Signed: ______________________________
By: ______________________________
Its: ______________________________

[Signature page 4 of 6 to Construction Monitoring and Disbursement Agreement]

WASHTENAW COUNTY

By:________________________________
Gregory Dill
County Administrator

APPROVED AS TO CONTENT:

By:____________________________
Ellis Johnson II, OCED Finance
and Operations Manager

APPROVED AS TO FORM:

By:__________________________
Michelle K. Billard
Office of Corporation Counsel

ATTESTED TO:

By:____________________________
Lawrence Kestenbaum
County Clerk/Register

[Signature page 5 of 6 to Construction Monitoring and Disbursement Agreement]

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY, an authority established pursuant to Act 381 of 1996, as amended

Signed: ______________________________
By: ______________________________
Its: ______________________________

[Signature page 6 of 6 to Construction Monitoring and Disbursement Agreement]

ANN ARBOR AREA COMMUNITY FOUNDATION, a Michigan ___________

Signed: ______________________________
By: ______________________________
Its: ______________________________

EXHIBIT A

LEGAL DESCRIPTION

The land situated in the City of Ypsilanti, Washtenaw County, Michigan, and described as follows:

PARCEL 1:

Lot 60 of GILBERTS ADDITION TO THE CITY OF YPSILANTI, according to the plat thereof recorded in Lib er 45 of Deeds, Page 153 of Washtenaw County Records, EXCEPT: A parcel of land being part of Lot 60 of GILBERTS ADDITION TO THE CITY OF YPSILANTI, according to the plat thereof recorded in Liber 45 of Deeds, Page 153 of Washtenaw County Records, described as follows: Beginning at the Northeast corner of said Lot 60; thence South 00 degrees 40 minutes 00 seconds West 314.00 feet along the East line of said Lot 60; thence South 89 degrees 50 minutes 50 seconds West 100.00 feet; thence North 00 degrees 40 minutes 00 seconds East 61.50 feet; thence North 38 degrees 16 minutes 51 seconds West 46.05 feet; thence North 48 degrees 09 minutes 27 seconds West 5.00 feet; thence South 40 degrees 01 minutes 36 seconds West 5.00 feet; thence North 48 degrees 35 minutes 19 seconds West 140.85 feet; thence North 82 degrees 44 minutes 07 seconds West 48.71 feet; thence North 00 degrees 40 minutes 00 seconds East 117.00 feet; thence North 89 degrees 50 minutes 50 seconds East 291.00 feet along the North line of said Lot 60 to the Point of Beginning.

PARCEL 2:

Part of the Northeast 1/4 of Section 9, Town 03 South, Range 07 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Beginning at Easterly right of way line of Park Street at Southwest corner Lot 60 of GILBERTS ADDITION TO THE CITY OF YPSILANTI; thence 669.09 feet along arc to Left, Radius=1945.58 feet, Chord=South 52 degrees 50 minutes 00 seconds East 665.80 feet; thence South 00 degrees 02 minutes 30 seconds West 45.57 feet along Westerly right-of-way line of Grove Street; thence 660.01 feet along arc to Right, Radius=1986.74 feet, Chord=North 53 degrees 51 minutes 20 seconds West 656.98 feet to the Easterly right-of-way line of Park Street; thence Northerly along said right-of-way, 60.30 feet to Point of Beginning.

EXHIBIT B

PROJECT COSTS AND

PROJECT SOURCES AND USES OF FUNDS

Sources and Uses					
					TIF GRANT and LOAN
Source of Cash	Amount	Uses of Cash	Amount		USES
Owner Equity	**$ 130,000**	**Acquisition**	**$**	**-**	
Construction Loan	**$ 6,977,691**	**Hard Costs**	**$**	**9,608,577**	$ 680,000
LBRF Grant/Loan - WCBRA	**$ 1,000,000**	**Soft Costs**			
BRA/TIF Loan - MCC	**$ 1,632,949**	PM/CM Fee	$	150,000	
AAACF Loan	**$ 570,000**	Civil/Engineer	$	150,000	$ 8,000
AAACF Pre Dev Loan	**$ 250,000**	Architect	$	135,000	$ 10,920
ARPA Funding - County	**$ 3,600,000**	Legal	$	60,000	$ 20,000
		Condo	$	5,000	$ 1,000
		BRA Application	$	1,000	
		381 Brownfield Plan/WP Preparation	$	25,000	$ 25,000
		381 Work Plan Implementation	$	15,000	$ 15,000
		Phase I Update	$	2,000	$ 2,000
		Additional Subsurface for Due Care	$	15,000	$ 15,000
		Section 7A Compliance	$	3,750	$ 3,750
		Marketing	$	50,000	
		Bonds	$	74,175	
		Homebuyer Consulting (assistance with disposition)	$	50,000	$ 50,000
		Lender Legal	$	40,000	
		Appraisal	$	6,500	
		Financing Fees	$	16,000	
		Construction Taxes	$	25,000	
		Builder's Risk Insurance	$	25,000	
		Application Costs	$	10,000	
		Municipal Fees	$	54,642	
		YCUA Connection Fees	$	28,980	
		Geotech	$	14,050	
		Utility Fees	$	500	
		Sales Commission	$	430,632	
		Title Insurance	$	54,000	
		Warranty	$	100,000	
		Transfer Tax	$	64,595	
		MCC Fees	$	178,080	
		Revenue Stamps	$	9,474	
		Owner Contingency (5% of Hard Costs)	$	574,914	
		Total Soft Costs	**$**	**2,368,292**	$ 150,670
			$	2,190,212	
		Site Work/Infrastructure	**$**	**2,183,771**	$ 1,802,279
		Assistance w/ Conveyance	$	-	
		Interest	$	-	
			$	-	
			$	-	
Total	**$ 14,160,640**	**Total**	**$**	**14,160,640**	**$ 2,632,949**

***see detailed break-down of hard construction costs on Exhibit B-1.**

EXHIBIT B-1

DETAILED BREAK-DOWN OF HARD CONSTRUCTION COSTS

EXHIBIT C

APPROVED PLANS AND CONSTRUCTION DETAILS

1. **Plans and Specifications for Residential Facilities:** prepared by Barry J. Polzin, Architects dated: October 13, 2022.

2. **Commencement Date of Construction Work**: The commencement of the construction work on the Project shall occur not later than ______ (__) days after the date hereof.

3. **Completion Date of Construction**: The completion of the construction of the Project (as evidenced by the issuance of all required certificates of occupancy) shall occur not later than June 30, 2024.

4. **List of Contracts**:

   Construction Contract with Wolverine Building Group, Inc. dated _________, 2022

   Architectural Services Contract with Barry J. Polzin, Architects dated June 21, 2022

EXHIBIT D

SCHEDULE OF DEVELOPMENT FEES

$12,000.00 per residential unit sold; Payable upon closing of unit sale.

EXHIBIT E

MINIMUM SALE PRICE OF RESIDENTIAL UNITS

- Cottages:
  - 40% AMI - $98,300
  - 60% AMI - $147,108
  - 80% AMI - $196,144
  - Market - $200,000

- Duplex:
  - 60% AMI - $147,108
  - 80% AMI - $196,144
  - Market - $215,000

- Townhouse:
  - Market - $215,000

EXHIBIT F

TIMING OF DISBURSEMENT OF FUNDS TO PAY ADVANCES

1. Request for advance to be provided to all Funding Parties by 5th day of a month to include:

- Form of Owner's Pay Application (Exhibit G)
- Contractor's Sworn Statement which includes a designation of costs between affordable and market-rate units
- Lien Waivers corresponding to Sworn Statement
- Copies of paid invoices for materials and equipment
- For materials and equipment not stored on the Real Estate:
  (a) Warehousemen's agreements acknowledging MCC's first priority security interest in such materials and equipment;
  (b) Evidence of insurance for the full replacement cost of all such materials and equipment, in form satisfactory to MCC;
  (c) Pictures of such materials and equipment; and
  (d) Copies of bills of sale for all such materials and equipment.
- Architect's Certificate

2. Upon receipt of a complete draw package from Borrower, MCC will engage the construction inspection for such draw pursuant to Section 4.4(d) of the Construction Monitoring and Disbursement Agreement.

3. Each Funding Party whose funds will be included in the requested Advance shall provide to MCC by the 15th day of the month, either:
   (a) A Payment Approval and Estoppel (Exhibit H); or
   (b) A denial of the approval of the requested Advance with stated reasons for such denial.*****

4. Unless a Funding Party whose Funds are included in the Advance denies approval of the Advance by the 15th day of the month, MCC (or Washtenaw County in the case of ARP Funding Account) shall present the Request For Advance to the Title Company by the 20th day of the month.

5. Subject to receipt of a complete draw package from Borrower, an approved construction inspection report, an updated title insurance pending disbursement endorsement and required Funding Party approvals, MCC shall advance funds to pay contractors, subcontractors and material suppliers, pursuant to the Request For Advance, by the 25th day of the month.

*****In the event that one or more Funding Parties denies approval of the requested Advance, the timing of the processing of the Advance shall be delayed until such Funding Parties' denial of approval is resolved.

EXHIBIT G

REQUEST FOR ADVANCE

EXHIBIT H

PAYMENT APPROVAL AND ESTOPPEL

The undersigned hereby approves the request payment made by Renovare Ypsilanti Homes, LLC ("Developer") dated ________________.

The undersigned also affirms that, to the actual knowledge of the undersigned, as of the date hereof, there does not exist any default or event of default by Developer under the terms of any document or instrument to which the undersigned and Developer are parties.

____

Dated: __________________________

Signed: _____________________________
By: _____________________________
Its: _____________________________

Resolution No. 2023-038
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Black History Month is an annual celebration of achievements by African Americans and a time for recognizing their central role in U.S. History; and

Whereas, the story of Black History Month begins in 1915, half a century after the Thirteenth Amendment abolishing slavery in the United States was enacted, and

Whereas, in September of 1915, the Harvard-trained historian Carter G. Woodson and the prominent Jesse E. Moorland founded the Association for the Study of Negro Life and History (ASNLH), and organization dedicated to researching and promoting achievement by Black Americans, and people of African descent; and

Whereas, the ASNLH became the Association for the Study of African American Life (ASLAH) and sponsored a national Negro History week in 1926, choosing the second week of February to coincide with the birthdays of Abraham Lincoln and Fredrick Douglas, and

Whereas, President Gerald Ford officially recognized Black History Month in 1976 calling upon the public to "seize the opportunity to honor the too-often neglected accomplishments of Black History; and

Whereas, Black History is a time to honor the contributions and legacy of African Americans across U.S. History and society, from activists and civil rights pioneers to leaders in industry, politics, science, and culture.

NOW THEREFORE, it is hereby RESOLVED BY THE YPSILANTI CITY COUNCIL, that the month of February will be recognized as Black History Month, and further City Council directs the City Clerk to purchase the Black History Month Flag to hang upon resolution of City Council during Februarys into the future.

OFFERED BY:____

SECONDED BY: ____

#Resolution No. 2023-038

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-038

Board and Commission Application for Reappointment

First Name	GAIL C
Last Name	WOLKOFF
Address	1728 Whittier Rd
City	Ypsilanti
State	mi
Zip Code	48197
Phone Number	[redacted]
Email Address	[redacted]
Board or Commission of Reappointment	YPAC
Number of Terms Served	2
Did you hold a Position of Leadership?	Yes
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	I helped to build a positive relationship between YPAC commissioners to enable dialogue and communication. Since I have been Chair of YPAC,end of the year YPAC reports are on record. I attend the Washtenaw Law Enforcement Oversight Consortium. I work toward building a positive relationship between YPAC, YPD, residents, and City Council.
How will you continue to asisst your Board or Commission to achieve its purpose if reappointed?	I will continue to work toward building a positive relationship between YPAC, YPD, residents, and City Council.
Number of absences	2
If you had over 3 absences in a calendar year please explain? (this information will not be made available to the public)	N/A
Electronic Signature Agreement	I agree.

Electronic Signature	Gail Wolkoff

Email not displaying correctly? View it in your browser.

Resolution No. 2023-039
February 21, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY:____

SECONDED BY: ____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 21 day of February 2023

#Resolution No. 2023-039